



Arizona State Board of Education
Arizona State Board for Vocational
and Technological Education

NOTICE OF PUBLIC MEETING

Pursuant to Arizona Revised Statutes (A.R.S.) 38-431.02, notice is hereby given to the members of the Arizona State Board of Education and to the general public that the Board will hold a meeting, open to the public, as specified below. The Board reserves the right to change the order of items on the agenda, with the exception of public hearings. One or more members of the Board may participate telephonically.

Pursuant to A.R.S. §38-431.02 (H), the Board may discuss and take action concerning any matter listed on the agenda.

Pursuant to A.R.S. § 38-431.03(A)(2) and (3), the Board may vote to convene in executive session for discussion or consultation for legal advice from the Board's attorneys concerning any items on this agenda and/or for discussion or consideration of records exempt by law from public inspection, including the receipt of information that is specifically required to be maintained as confidential by state or federal law.

Persons with a disability may request a reasonable accommodation such as a sign language interpreter, by contacting the State Board Office at (602) 542-5057. Requests should be made as early as possible to allow time to arrange the accommodation.

DATED AND POSTED this 22nd day of October 27, 2014.

Arizona State Board of Education
Arizona State Board for Vocational and Technological Education

By: _____

Christine Thompson
Executive Director
(602) 542-5057

AGENDA

Monday, October 27, 2014
9:00 AM
Arizona Department of Education
1535 W. Jefferson
Phoenix, AZ 85007
Room 122

AGENDA
ARIZONA STATE BOARD OF EDUCATION
ARIZONA STATE BOARD FOR VOCATIONAL AND TECHNOLOGICAL EDUCATION
October 27, 2014
Page 2

9:00 a.m. CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF SILENCE,
AND ROLL CALL

1. BUSINESS REPORTS

A. President's Report

1. Appointment of Nomination Committee for 2015 State Board of Education Officers

B. Superintendent's Report

1. Recognition of the Alhambra School District
MESA Club Team

C. Board Member Reports

D. Executive Director's Report

2. CONSENT AGENDA

- A. Consideration to approve Arizona State Board of Education minutes for September 22, 2014 – Regular Meeting

B. Consideration to approve the following contract abstracts:

1. Arizona Integrated Basic Education and Skills Training Programs
2. Migrant Education Program 2014-2015 for Crane Elementary School District
3. Migrant Education Program 2014-2015 for Somerton Elementary School District
4. Migrant Education Program Professional Development for LEAs

- C. Consideration to accept funds related to the U.S. Department of Agriculture and the Arizona Department of Education Farm to School Food Program

- D. Receipt of the report regarding 2014 AIMS Augmentation

- E. Consideration to appoint and/or reappoint members to the Certification Advisory Committee

- F. Consideration to permanently revoke any and all teaching certificates held by Richard P. Ortiz, pursuant to A.R.S. § 15-550

- G. Consideration to accept the findings of fact, conclusions of law and recommendation of the Professional Practices Advisory Committee to grant the applications for certification for Matthew Thacker.
- H. Consideration to approve the Move on When Reading (MOWR) LEA literacy plans which have been reviewed for release of K-3 Reading Base Support funds
- I. Consideration to accept related procurement process for identifying a new Assessment Tool for Early Childhood Education
- J. Consideration to accept funds related to the Johnson O-Malley Grant pursuant to A.R.S. § 15-204

3. CALL TO THE PUBLIC

4. ARIZONA STATE BOARD OF EDUCATION CONVENING/ACTING AS THE ARIZONA STATE BOARD FOR VOCATIONAL AND TECHNOLOGICAL EDUCATION FOR THIS ITEM ONLY

- A. Presentation, discussion and consideration to approve the following Career and Technical Education programs for integrating Arizona's Career and College Ready Standards in Mathematics for the purpose allowing the issuance of mathematics credits, pursuant to R7-2-302(4)(a), including:
 - 1. Accounting and Related Services

5. GENERAL SESSION

- A. Presentation and discussion regarding the Arizona Education Learning and Accountability System. The Board may take action to approve the expenditure of funds, pursuant to A.R.S. § 15-249
- B. Presentation, discussion and consideration to close the rulemaking record and adopt proposed amendments to Board rules R7-2-604 through R7-2-604.04 regarding professional preparation programs
- C. Presentation, discussion and consideration to initiate rulemaking procedures for proposed amendments to Board rules R7-2-607 through R7-2-610 regarding secondary teacher programs

- D. Presentation, discussion and consideration to accept the recommendation of the Professional Practices Advisory Committee to deny the application for certification to Cesar Nunez Diaz
- E. Presentation, discussion and consideration to accept the proposed settlement agreements to suspend the teaching certificates held by the following individuals:
 - 1. Kevin M. Whitaker
 - 2. Amy Lynn Lantz
- F. Consideration to accept the findings of fact, conclusions of law and recommendation of the Professional Practices Advisory Committee to grant the applications for certification for Michael Paul Russell.
- G. Presentation, discussion and consideration to adopt the recommendations of the A through F School Accountability Committee related to the Principles of Agreement for A - F Achievement Profiles

6. EXECUTIVE SESSION

- A. Presentation and discussion of matters related to the proposed Request for Proposals (RFP) for a new statewide assessment. Pursuant to A.R.S. § 38-431.03(A)(2) and (3), the Board may vote to convene in executive session to review confidential information and/or for discussion or consultation for legal advice

7. BOARD COMMENTS AND FUTURE MEETING DATES

- A. The executive director, presiding officer or a member of the Board may present a brief summary of current events pursuant to A.R.S. § 38-431.02(K), and may discuss future meeting dates and direct staff to place matters on a future agenda. The Board will not discuss or take action on any current event summary

8. ADJOURN

EXECUTIVE SUMMARY

Issue: Contract Abstract

☒ Action/Discussion Item

☐ Information Item

Recommendation to the Board:

It is recommended that the Board authorize the Department of Education to enter into the contracts listed above and presented in the attachments that follow.

Contact Information: *See contact information that follows*

EXECUTIVE SUMMARY

Issue: Contract Abstracts

☒ Action/Discussion Item

A.R.S.Title 15, Chapter 2, Article 1, permits the State Board to accept on behalf of the state various gifts or grants and authorizes the State Board to be the chief educational authority for administration and supervision of such expenditures.

SUMMARY OF ATTACHED STATE BOARD CONTRACTS

#	TO WHOM CONTRACT AWARDED	PURPOSE	CONTRACT AMOUNT	FUNDING	END DATES	PROGRAM/ADE CONTACT PERSON
1.	Arizona Integrated Basic Education and Skills Training (AZ I-BEST)	Support initiatives that enables Arizona Workforce Development System to serve low literacy population who are seeking High School Equivalency Diplomas who cannot qualify for postsecondary skills training programs	Not to exceed \$327,368.00	The Workforce Investment Act of 1998, Title V	November 1, 2014 through June 30, 2015	Sheryl Hart Leila Williams
2.	Migrant Education Program 2014-2015 Crane Elementary School District	For the 2014-2015 Migrant Education Program increase to the FY2015 Migrant Education Allocation for educational intervention services to Priority for Services (PFS) Migrant students and Non-PFS Migrant students.	Not to exceed \$32,076.00	Title I, Part C of the No Child Left Behind Act of 2001, Education of Migratory Children, Index No. 32138	The agreement shall take effect when approved by the Board and shall terminate on August 31, 2015	Ralph Romero Bob Gold

EXECUTIVE SUMMARY

#	TO WHOM CONTRACT AWARDED	PURPOSE	CONTRACT AMOUNT	FUNDING	END DATES	PROGRAM/ADE CONTACT PERSON
3.	Somerton Elementary School District for the 2014-2015 Migrant Education Program	Increase the FY2015 Migrant Education Allocation for funding technology integration into their Migrant Education Program.	Not to exceed \$32,532.69	Title I, Part C of the No Child Left Behind Act of 2001, Education of Migratory Children, Index No. 32138	The agreement shall take effect when approved by the Board and shall terminate on August 31, 2015.	Ralph Romero Bob Gold
4.	LEAs who service a Migrant Education Program	To fund LEAs with small Migrant Program Allocations to attend State Migrant Parent Advisory Council (SMPAC) Meetings, program conferences and program meetings for staff to receive professional development in Migrant Education.	Not to exceed \$12,615	Title I, Part C of the No Child Left Behind Act of 2001, Education of Migratory Children, Index No. 32138	The agreement shall take effect when approved by the Board and shall terminate on August 31, 2015.	Ralph Romero Bob Gold

Recommendation to the Board

It is recommended that the Board authorize the Department of Education to enter into the contracts listed above and presented in the attachments that follow.

EXECUTIVE SUMMARY

Issue:	Consideration to approve the contract between the State Board and 5 Existing Adult Education Service Providers for the provision of Arizona Integrated Basic Education and Skills Training (AZ I-BEST) services.
---------------	--

☒ Action/Discussion Item

Contract Abstract

Background and Brief Explanation of Contract:

Arizona Adult Education receives \$12.7 million annually through the Workforce Investment Act (WIA) of 1998 to deliver Adult Basic Education (ABE), Adult Secondary Education (ASE), and English Language Acquisition for Adults (ELAA) services to adults 16-years-of-age or older who are not enrolled in K-12 schools. WIA legislation provides for specific funds to initiate State Leadership Projects, which include those that integrate adult education and occupational skill training.

For the past several years Adult Education Services has incentivized service providers to enable them to build or maintain collaborations and develop direct career pathways for Adult Secondary Education students. The Arizona Integrated Basic Education and Skills Training (AZ I-BEST) initiative enables the Arizona Workforce Development System to serve a population whose low literacy skills prevent them from participation in postsecondary skills training programs for which they would otherwise qualify. This initiative's ultimate purpose is preparing adults seeking High School Equivalency (HSE) Diplomas with the basic literacy skills, post-secondary credentials, and work ready soft skills needed for unsubsidized employment in the 21st century economy.

The State Board is requested to approve funding of the AZ I-BEST pilots for the first six months of an eighteen month initiative. This funding will be used to support initiative activities from November 1, 2014 through June 30, 2015. An additional competitive solicitation during the second quarter of 2015 will determine funding for the remainder of the initiative.

Name of Contracting Party(ies)

Proposed contract between the State Board of Education, acting for and on behalf of the Department of Education, and the following:

Name of Contracting Party (ies):	
Adult Literacy Plus of Southwest Arizona	\$71,700
Friendly House	\$87,500
Northland Pioneer College	\$84,474
Pima College Adult Education	\$54,282

Contact Information:

(Sheryl Hart, Deputy Associate Superintendent, Adult Education)
(Leila Williams, Associate Superintendent, High Quality Assessments and Adult Education)

EXECUTIVE SUMMARY

Rio Salado College, College Bridge Pathways \$29,412

TOTAL \$327,368

Contract Amount:

Not to Exceed \$327,368

Source of Funds

Authorizing Legislation: The Workforce Investment Act of 1998, Title V

Responsible Unit at the Department of Education

Adult Education Services

Deputy Associate Superintendent:

Sheryl Hart

Program Contact:

Jerald Goode or Kelly Crawford

Dates of Contract:

November 1, 2014 to June 30, 2015

Previous Contract History

The Board has approved the awarding of Federal State Leadership money for pilot programs to existing ADE/AES-funded adult education programs since 1998.

Number Affected (Students, Teachers, Public, as appropriate)

Approximately 100 students enrolled in Adult Education Programs in Yuma, Maricopa, Pima Navajo and Apache Counties will secure skilled employment in the locally identified high demand industry.

Method of Determining Contract Amount(s)

The application process was open to all ADE-funded Adult Education programs. The proposals included budgets outlining the fiscal needs necessary to carry out the proposed pilot activities. The ADE/AES Unit then reviewed these documents. Considerations included: (1) the collaborative roles of the partners; (2) the program's overall performance in prior years; (3) the level of proposed pilot performance.

Evaluation Plan

Throughout the pilot year, ADE/AES will provide administrative oversight, state

EXECUTIVE SUMMARY

leadership, and on-site technical assistance as needed. It will also require that the pilots maintain accurate, detailed, and verifiable records of the disbursement of grant funds and produce quarterly and a final AES AZ-IBEST Report containing performance data on credential attainment, completion of occupational skill training, and employment.

Recommendation to the Board

It is recommended that the Board approve the contract between the State Board and Existing Adult Education Service Providers for \$327,368 as described in these materials.

EXECUTIVE SUMMARY

Issue:	Consideration to approve the contract between the State Board and Crane Elementary School District for the 2014-2015 Migrant Education Program increase to the FY2015 Migrant Education Allocation for educational intervention services to Priority for Services (PFS) Migrant students and Non-PFS Migrant students.
---------------	--

☒ Action/Discussion Item

Contract Abstract

Background and Brief Explanation of Contract

The Migrant Education Program (MEP) is a federally funded, state-operated program under the No Child Left Behind Act (NCLB) that provides supplemental program services to the children, ages 3 through 21, of seasonal or temporary agricultural workers. In Arizona, the program delivers services primarily through local educational agencies (LEAs) that design programs to meet the unserved needs of children residing in their area. With this Contract abstract we seek authority to fund Crane Elementary School District with a special mini grant to meet the needs of students who have qualified for Priority for Services within MEP.

In providing services with funds received under Priority for Services (PFS), each recipient of such funds shall give priority to migratory children who are failing, or at most risk of failing, to meet the Arizona College and Career Ready Standards, and whose education has been interrupted during the regular school year.

According to the Arizona Migrant Education Program Evaluation Report, PFS students are not progressing at the same rate as Non-PFS students as measured on State assessments.

Crane Elementary School plans to extend learning instruction for PFS and Non-PFS students at each of the 11 school sites at the district. The identification of PFS Migrant students is an ongoing process. This contract will fund highly qualified teachers and instructional aides to work with the PFS Migrant students and non-PFS Migrant students in an extended learning environment. Crane Elementary School District is looking at implementing this intervention from November 2014 to the end of the school year.

Contact Information:

Ralph Romero, Deputy Associate Superintendent for Migrant Education Program,
Latino Outreach, and International Coordination
Bob Gold, Associate Superintendent, Highly Effective Schools



EXECUTIVE SUMMARY

Name of Contracting Party(ies)

Proposed contract between the State Board of Education, acting for and on behalf of the Department of Education, and the following:

Crane Elementary School District

Contract Amount

Total not to exceed \$32,076.00

Source of Funds

Authorizing Legislation: Title I, Part C of the No Child Left Behind Act of 2001, Education of Migratory Children, Index No. 32138

Responsible Unit at the Department of Education

Highly Effective Schools

Division Associate Superintendent: Bob Gold

Deputy Associate Superintendent, Migrant Education Program, Latino Outreach, and International Coordination: Ralph Romero

Dates of Contract

The agreement shall take effect when approved by the Board and shall terminate on August 31, 2015.

Previous Contract History

Not applicable.

Number Affected (Students, Teachers, Public, as appropriate)

An anticipated 160 Migrant students will benefit from the Mini Grant, which will provide additional educational interventions.

Method of Determining Contract Amount(s)

Funding for Crane Elementary School District was determined on the need identified by the school district in their Mini-Grant application. The LEA provided a detailed description on how they will use their funds, how it supports the LEA's Service Delivery Plan, and how the program will be measured and evaluated. Funds provided will allow

EXECUTIVE SUMMARY

Crane Elementary School District to increase funding to meet the needs of Migrant students, especially those who qualify for Priority for Services.

Evaluation Plan

An assessment of LEAs will be conducted during Cycle monitoring visits by department MEP staff.

Recommendation to the Board

It is recommended that the Board approve the contract between the State Board and Crane Elementary School District for the 2014-2015 Migrant Education Program increase to the FY2015 Migrant Education Allocation for educational intervention services to PFS Migrant students and Non-PFS Migrant students.

EXECUTIVE SUMMARY

Issue: Consideration to approve the contract between the State Board and Somerton Elementary School District for the 2014-2015 Migrant Education Program increase to the FY2015 Migrant Education Allocation for funding technology integration into their Migrant Education Program.

☒ Action/Discussion Item

Contract Abstract

Background and Brief Explanation of Contract

The Migrant Education Program (MEP) is a federally funded, state-operated program under the No Child Left Behind Act (NCLB) that provides supplemental program services to the children, ages 3 through 21, of seasonal or temporary agricultural workers. In Arizona, the program delivers services primarily through local educational agencies (LEAs) that design programs to meet the unserved needs of children residing in their area. With this Contract abstract we seek authority to fund Somerton Elementary School District with a special mini grant to meet the needs of students by providing the integration of technology into the Migrant Education Program.

The purchase of technology equipment will enable Migrant Advocates to provide customized instructional lessons to Migrant students who are not meeting district and state benchmarks.

Name of Contracting Party(ies)

Proposed contract between the State Board of Education, acting for and on behalf of the Department of Education, and the following:

Somerton Elementary School District

Contract Amount

Total not to exceed \$32,532.69

Source of Funds

Authorizing Legislation: Title I, Part C of the No Child Left Behind Act of 2001, Education of Migratory Children, Index No. 32138

Contact Information:

Ralph Romero, Deputy Associate Superintendent for Migrant Education Program,
Latino Outreach, and International Coordination
Bob Gold, Associate Superintendent, Highly Effective Schools



EXECUTIVE SUMMARY

Responsible Unit at the Department of Education

Highly Effective Schools

Division Associate Superintendent: Bob Gold

Deputy Associate Superintendent, Migrant Education Program, Latino Outreach, and International Coordination: Ralph Romero

Dates of Contract

The agreement shall take effect when approved by the Board and shall terminate on August 31, 2015.

Previous Contract History

Not applicable.

Number Affected (Students, Teachers, Public, as appropriate)

An anticipated 300 Migrant students will benefit from these services.

Method of Determining Contract Amount(s)

Funding for Somerton Elementary School District was determined on the need identified by the school district in their Mini-Grant application. The LEA provided a detailed description on how they will use their funds, how it supports the LEA's Service Delivery Plan, and how the program will be measured and evaluated. Funds provided will allow Somerton Elementary School District to increase funding to meet the needs of Migrant students.

Evaluation Plan

LEA will be conducting pre and post test data to determine student growth. In addition, an assessment of LEAs will be conducted during Cycle monitoring visits by department MEP staff.

Recommendation to the Board

It is recommended that the Board approve the contract between the State Board and Somerton Elementary School District for the 2014-2015 Migrant Education Program increase to the FY2015 Migrant Education Allocation for funding technology integration into the Migrant Education Program.

EXECUTIVE SUMMARY

Issue:	Consideration to approve the contract between the State Board and LEAs who service a Migrant Education Program and have requested funds to attend program conferences and program meetings for the 2014-2015 school year.
---------------	---

☒ Action/Discussion Item

Contract Abstract

Background and Brief Explanation of Contract

The Migrant Education Program (MEP) is a federally funded, state-operated program under the No Child Left Behind Act (NCLB) that provides supplemental program services to the children, ages 3 through 21, of seasonal or temporary agricultural workers. In Arizona, the program delivers services primarily through local educational agencies (LEAs) that design programs to meet the unserved needs of children residing in their area. The Arizona Department of Education makes available carryover funds to school districts with small Migrant Program Allocations to attend State Migrant Parent Advisory Council (SMPAC) Meetings, program conferences and program meetings for staff to receive professional development in Migrant Education. With this Contract abstract we seek authority to fund LEAs in order for them to attend Migrant Education Program conferences and program meetings.

Federal Regulation 34 CF 200, Part C requires that the State "have consultations with parent advisory councils for (the) program..." and to be carried out "in a format that provides for the same parental involvement as is required for programs and projects under Section 1118 of Title I." To comply with this piece of the law, the MEP has set up a State Migrant Parent Advisory Council (SMPAC). Additional funding is provided to those districts with small Migrant Program Allocations to cover the costs of travel to attend these meetings.

Each year the National Association of State Directors of Migrant Education (NASDME) organizes a conference for staff and parents involved in the Migrant Education Program. Workshops at the conference are presented by Migrant Program experts who work directly with parents and students. The funding requested on this contract abstract is to facilitate a Migrant staff member from each of the LEAs above to attend the conference.

For purposes of professional development, the State also provides additional funding for districts to attend the National ID & R Conference and Arizona Interagency Farmworker Coalition (AIFC), which are an integral part of the Identification and Recruitment process of the MEP.

Contact Information:

Ralph Romero, Deputy Associate Superintendent for Migrant Education Program,
Latino Outreach, and International Coordination
Bob Gold, Associate Superintendent, Highly Effective Schools

RJG

EXECUTIVE SUMMARY

Name of Contracting Party(ies)

Proposed contract between the State Board of Education, acting for and on behalf of the Department of Education, and the following:

School Districts	SMPAC Meetings	National ID& R Conference	NASDME	AIFC	Total for each LEA
Aguila Elementary	\$1,000		\$4,000	\$1,000	\$6,000
Fowler Elementary	\$26			\$273	\$299
Glendale Elementary	\$600		\$3,000	\$400	\$4,000
J.O. Combs	\$900			\$400	\$1,300
Marana Unified School District	\$387			\$629	\$1,016
Total	\$2,913	\$0	\$7,000	\$2,702	\$12,615

Contract Amount

Total not to exceed \$12,615.00

Source of Funds

Authorizing Legislation: Title I, Part C of the No Child Left Behind Act of 2001, Education of Migratory Children, Index No. 32138

Responsible Unit at the Department of Education

Highly Effective Schools

Division Associate Superintendent: Bob Gold

Deputy Associate Superintendent, Migrant Education Program, Latino Outreach, and

International Coordination: Ralph Romero

Dates of Contract

The agreement shall take effect when approved by the Board and shall terminate on August 31, 2015.

Previous Contract History

This is the thirteenth year of this program under the current reauthorization of NCLB. Districts administering small Migrant Education Programs with less than \$60,000 allocations were given an opportunity to apply for uncommitted Federal Migrant Program Year 2013 carryover funds to benefit their Migrant Education Program.

EXECUTIVE SUMMARY

Number Affected (Students, Teachers, Public, as appropriate)

It is estimated that over 8,500 students are served by the Migrant Program statewide. An average of 250 teachers, administrators and parents will benefit from services made available through this Contract Abstract. In addition this Contract Abstract provides funding to an LEA for Identification and Recruitment activities.

Method of Determining Contract Amount(s)

Funding to the LEAs awarded for conferences and meetings through this contract abstract were determined by estimating expenses related to travel, fees, lodging and per diem.

Evaluation Plan

An assessment of LEAs will be conducted during Cycle monitoring visits by department MEP staff.

Recommendation to the Board

It is recommended that the Board approve the contract between the State Board and the LEAs attached who administer a Migrant Education Program and have requested funds to attend program conferences and program meetings for the 2014-2015 school year.

EXECUTIVE SUMMARY

Issue:	Consideration to approve the contract between the State Board and 5 Existing Adult Education Service Providers for the provision of Arizona Integrated Basic Education and Skills Training (AZ I-BEST) services.
---------------	--

☒ Action/Discussion Item

Contract Abstract

Background and Brief Explanation of Contract:

Arizona Adult Education receives \$12.7 million annually through the Workforce Investment Act (WIA) of 1998 to deliver Adult Basic Education (ABE), Adult Secondary Education (ASE), and English Language Acquisition for Adults (ELAA) services to adults 16-years-of-age or older who are not enrolled in K-12 schools. WIA legislation provides for specific funds to initiate State Leadership Projects, which include those that integrate adult education and occupational skill training.

For the past several years Adult Education Services has incentivized service providers to enable them to build or maintain collaborations and develop direct career pathways for Adult Secondary Education students. The Arizona Integrated Basic Education and Skills Training (AZ I-BEST) initiative enables the Arizona Workforce Development System to serve a population whose low literacy skills prevent them from participation in postsecondary skills training programs for which they would otherwise qualify. This initiative's ultimate purpose is preparing adults seeking High School Equivalency (HSE) Diplomas with the basic literacy skills, post-secondary credentials, and work ready soft skills needed for unsubsidized employment in the 21st century economy.

The State Board is requested to approve funding of the AZ I-BEST pilots for the first six months of an eighteen month initiative. This funding will be used to support initiative activities from November 1, 2014 through June 30, 2015. An additional competitive solicitation during the second quarter of 2015 will determine funding for the remainder of the initiative.

Name of Contracting Party(ies)

Proposed contract between the State Board of Education, acting for and on behalf of the Department of Education, and the following:

Name of Contracting Party (ies):	
Adult Literacy Plus of Southwest Arizona	\$71,700
Friendly House	\$87,500
Northland Pioneer College	\$84,474
Pima College Adult Education	\$54,282

Contact Information:

(Sheryl Hart, Deputy Associate Superintendent, Adult Education)
(Leila Williams, Associate Superintendent, High Quality Assessments and Adult Education)

EXECUTIVE SUMMARY

Rio Salado College, College Bridge Pathways \$29,412

TOTAL \$327,368

Contract Amount:

Not to Exceed \$327,368

Source of Funds

Authorizing Legislation: The Workforce Investment Act of 1998, Title V

Responsible Unit at the Department of Education

Adult Education Services

Deputy Associate Superintendent:

Sheryl Hart

Program Contact:

Jerald Goode or Kelly Crawford

Dates of Contract:

November 1, 2014 to June 30, 2015

Previous Contract History

The Board has approved the awarding of Federal State Leadership money for pilot programs to existing ADE/AES-funded adult education programs since 1998.

Number Affected (Students, Teachers, Public, as appropriate)

Approximately 100 students enrolled in Adult Education Programs in Yuma, Maricopa, Pima Navajo and Apache Counties will secure skilled employment in the locally identified high demand industry.

Method of Determining Contract Amount(s)

The application process was open to all ADE-funded Adult Education programs. The proposals included budgets outlining the fiscal needs necessary to carry out the proposed pilot activities. The ADE/AES Unit then reviewed these documents. Considerations included: (1) the collaborative roles of the partners; (2) the program's overall performance in prior years; (3) the level of proposed pilot performance.

Evaluation Plan

Throughout the pilot year, ADE/AES will provide administrative oversight, state

EXECUTIVE SUMMARY

leadership, and on-site technical assistance as needed. It will also require that the pilots maintain accurate, detailed, and verifiable records of the disbursement of grant funds and produce quarterly and a final AES AZ-IBEST Report containing performance data on credential attainment, completion of occupational skill training, and employment.

Recommendation to the Board

It is recommended that the Board approve the contract between the State Board and Existing Adult Education Service Providers for \$327,368 as described in these materials.

EXECUTIVE SUMMARY

Issue:	Consideration to approve the contract between the State Board and Crane Elementary School District for the 2014-2015 Migrant Education Program increase to the FY2015 Migrant Education Allocation for educational intervention services to Priority for Services (PFS) Migrant students and Non-PFS Migrant students.
---------------	--

☒ Action/Discussion Item

Contract Abstract

Background and Brief Explanation of Contract

The Migrant Education Program (MEP) is a federally funded, state-operated program under the No Child Left Behind Act (NCLB) that provides supplemental program services to the children, ages 3 through 21, of seasonal or temporary agricultural workers. In Arizona, the program delivers services primarily through local educational agencies (LEAs) that design programs to meet the unserved needs of children residing in their area. With this Contract abstract we seek authority to fund Crane Elementary School District with a special mini grant to meet the needs of students who have qualified for Priority for Services within MEP.

In providing services with funds received under Priority for Services (PFS), each recipient of such funds shall give priority to migratory children who are failing, or at most risk of failing, to meet the Arizona College and Career Ready Standards, and whose education has been interrupted during the regular school year.

According to the Arizona Migrant Education Program Evaluation Report, PFS students are not progressing at the same rate as Non-PFS students as measured on State assessments.

Crane Elementary School plans to extend learning instruction for PFS and Non-PFS students at each of the 11 school sites at the district. The identification of PFS Migrant students is an ongoing process. This contract will fund highly qualified teachers and instructional aides to work with the PFS Migrant students and non-PFS Migrant students in an extended learning environment. Crane Elementary School District is looking at implementing this intervention from November 2014 to the end of the school year.

Contact Information:

Ralph Romero, Deputy Associate Superintendent for Migrant Education Program,
Latino Outreach, and International Coordination
Bob Gold, Associate Superintendent, Highly Effective Schools



EXECUTIVE SUMMARY

Name of Contracting Party(ies)

Proposed contract between the State Board of Education, acting for and on behalf of the Department of Education, and the following:

Crane Elementary School District

Contract Amount

Total not to exceed \$32,076.00

Source of Funds

Authorizing Legislation: Title I, Part C of the No Child Left Behind Act of 2001, Education of Migratory Children, Index No. 32138

Responsible Unit at the Department of Education

Highly Effective Schools

Division Associate Superintendent: Bob Gold

Deputy Associate Superintendent, Migrant Education Program, Latino Outreach, and International Coordination: Ralph Romero

Dates of Contract

The agreement shall take effect when approved by the Board and shall terminate on August 31, 2015.

Previous Contract History

Not applicable.

Number Affected (Students, Teachers, Public, as appropriate)

An anticipated 160 Migrant students will benefit from the Mini Grant, which will provide additional educational interventions.

Method of Determining Contract Amount(s)

Funding for Crane Elementary School District was determined on the need identified by the school district in their Mini-Grant application. The LEA provided a detailed description on how they will use their funds, how it supports the LEA's Service Delivery Plan, and how the program will be measured and evaluated. Funds provided will allow

EXECUTIVE SUMMARY

Crane Elementary School District to increase funding to meet the needs of Migrant students, especially those who qualify for Priority for Services.

Evaluation Plan

An assessment of LEAs will be conducted during Cycle monitoring visits by department MEP staff.

Recommendation to the Board

It is recommended that the Board approve the contract between the State Board and Crane Elementary School District for the 2014-2015 Migrant Education Program increase to the FY2015 Migrant Education Allocation for educational intervention services to PFS Migrant students and Non-PFS Migrant students.

EXECUTIVE SUMMARY

Issue: Consideration to approve the contract between the State Board and Somerton Elementary School District for the 2014-2015 Migrant Education Program increase to the FY2015 Migrant Education Allocation for funding technology integration into their Migrant Education Program.

☒ Action/Discussion Item

Contract Abstract

Background and Brief Explanation of Contract

The Migrant Education Program (MEP) is a federally funded, state-operated program under the No Child Left Behind Act (NCLB) that provides supplemental program services to the children, ages 3 through 21, of seasonal or temporary agricultural workers. In Arizona, the program delivers services primarily through local educational agencies (LEAs) that design programs to meet the unserved needs of children residing in their area. With this Contract abstract we seek authority to fund Somerton Elementary School District with a special mini grant to meet the needs of students by providing the integration of technology into the Migrant Education Program.

The purchase of technology equipment will enable Migrant Advocates to provide customized instructional lessons to Migrant students who are not meeting district and state benchmarks.

Name of Contracting Party(ies)

Proposed contract between the State Board of Education, acting for and on behalf of the Department of Education, and the following:

Somerton Elementary School District

Contract Amount

Total not to exceed \$32,532.69

Source of Funds

Authorizing Legislation: Title I, Part C of the No Child Left Behind Act of 2001, Education of Migratory Children, Index No. 32138

Contact Information:

Ralph Romero, Deputy Associate Superintendent for Migrant Education Program, Latino Outreach, and International Coordination

Bob Gold, Associate Superintendent, Highly Effective Schools



EXECUTIVE SUMMARY

Responsible Unit at the Department of Education

Highly Effective Schools

Division Associate Superintendent: Bob Gold

Deputy Associate Superintendent, Migrant Education Program, Latino Outreach, and International Coordination: Ralph Romero

Dates of Contract

The agreement shall take effect when approved by the Board and shall terminate on August 31, 2015.

Previous Contract History

Not applicable.

Number Affected (Students, Teachers, Public, as appropriate)

An anticipated 300 Migrant students will benefit from these services.

Method of Determining Contract Amount(s)

Funding for Somerton Elementary School District was determined on the need identified by the school district in their Mini-Grant application. The LEA provided a detailed description on how they will use their funds, how it supports the LEA's Service Delivery Plan, and how the program will be measured and evaluated. Funds provided will allow Somerton Elementary School District to increase funding to meet the needs of Migrant students.

Evaluation Plan

LEA will be conducting pre and post test data to determine student growth. In addition, an assessment of LEAs will be conducted during Cycle monitoring visits by department MEP staff.

Recommendation to the Board

It is recommended that the Board approve the contract between the State Board and Somerton Elementary School District for the 2014-2015 Migrant Education Program increase to the FY2015 Migrant Education Allocation for funding technology integration into the Migrant Education Program.

EXECUTIVE SUMMARY

Issue:	Consideration to approve the contract between the State Board and LEAs who service a Migrant Education Program and have requested funds to attend program conferences and program meetings for the 2014-2015 school year.
---------------	---

☒ Action/Discussion Item

Contract Abstract

Background and Brief Explanation of Contract

The Migrant Education Program (MEP) is a federally funded, state-operated program under the No Child Left Behind Act (NCLB) that provides supplemental program services to the children, ages 3 through 21, of seasonal or temporary agricultural workers. In Arizona, the program delivers services primarily through local educational agencies (LEAs) that design programs to meet the unserved needs of children residing in their area. The Arizona Department of Education makes available carryover funds to school districts with small Migrant Program Allocations to attend State Migrant Parent Advisory Council (SMPAC) Meetings, program conferences and program meetings for staff to receive professional development in Migrant Education. With this Contract abstract we seek authority to fund LEAs in order for them to attend Migrant Education Program conferences and program meetings.

Federal Regulation 34 CF 200, Part C requires that the State "have consultations with parent advisory councils for (the) program..." and to be carried out "in a format that provides for the same parental involvement as is required for programs and projects under Section 1118 of Title I." To comply with this piece of the law, the MEP has set up a State Migrant Parent Advisory Council (SMPAC). Additional funding is provided to those districts with small Migrant Program Allocations to cover the costs of travel to attend these meetings.

Each year the National Association of State Directors of Migrant Education (NASDME) organizes a conference for staff and parents involved in the Migrant Education Program. Workshops at the conference are presented by Migrant Program experts who work directly with parents and students. The funding requested on this contract abstract is to facilitate a Migrant staff member from each of the LEAs above to attend the conference.

For purposes of professional development, the State also provides additional funding for districts to attend the National ID & R Conference and Arizona Interagency Farmworker Coalition (AIFC), which are an integral part of the Identification and Recruitment process of the MEP.

Contact Information:

Ralph Romero, Deputy Associate Superintendent for Migrant Education Program,
Latino Outreach, and International Coordination
Bob Gold, Associate Superintendent, Highly Effective Schools

RJG

EXECUTIVE SUMMARY

Name of Contracting Party(ies)

Proposed contract between the State Board of Education, acting for and on behalf of the Department of Education, and the following:

School Districts	SMPAC Meetings	National ID& R Conference	NASDME	AIFC	Total for each LEA
Aguila Elementary	\$1,000		\$4,000	\$1,000	\$6,000
Fowler Elementary	\$26			\$273	\$299
Glendale Elementary	\$600		\$3,000	\$400	\$4,000
J.O. Combs	\$900			\$400	\$1,300
Marana Unified School District	\$387			\$629	\$1,016
Total	\$2,913	\$0	\$7,000	\$2,702	\$12,615

Contract Amount

Total not to exceed \$12,615.00

Source of Funds

Authorizing Legislation: Title I, Part C of the No Child Left Behind Act of 2001, Education of Migratory Children, Index No. 32138

Responsible Unit at the Department of Education

Highly Effective Schools

Division Associate Superintendent: Bob Gold

Deputy Associate Superintendent, Migrant Education Program, Latino Outreach, and

International Coordination: Ralph Romero

Dates of Contract

The agreement shall take effect when approved by the Board and shall terminate on August 31, 2015.

Previous Contract History

This is the thirteenth year of this program under the current reauthorization of NCLB. Districts administering small Migrant Education Programs with less than \$60,000 allocations were given an opportunity to apply for uncommitted Federal Migrant Program Year 2013 carryover funds to benefit their Migrant Education Program.

EXECUTIVE SUMMARY

Number Affected (Students, Teachers, Public, as appropriate)

It is estimated that over 8,500 students are served by the Migrant Program statewide. An average of 250 teachers, administrators and parents will benefit from services made available through this Contract Abstract. In addition this Contract Abstract provides funding to an LEA for Identification and Recruitment activities.

Method of Determining Contract Amount(s)

Funding to the LEAs awarded for conferences and meetings through this contract abstract were determined by estimating expenses related to travel, fees, lodging and per diem.

Evaluation Plan

An assessment of LEAs will be conducted during Cycle monitoring visits by department MEP staff.

Recommendation to the Board

It is recommended that the Board approve the contract between the State Board and the LEAs attached who administer a Migrant Education Program and have requested funds to attend program conferences and program meetings for the 2014-2015 school year.

EXECUTIVE SUMMARY

Issue: Consideration to approve the contract between the State Board, acting for and on behalf of the Department of Education to accept funds from the United States Department of Agriculture (USDA) for the SY15 Farm to School Grant.

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

The Healthy, Hunger-Free Kids Act of 2010 (HHFKA) amended Section 18 of the Richard B. Russell National School Lunch Act (NSLA) to establish a Farm to School Program in order to assist eligible entities, through grants and technical assistance, in implementing farm to school programs that improve access to local foods in eligible schools.

To fulfill the farm to school mandate in the HHFKA, \$5 million is provided to the United States Department of Agriculture (USDA) on an annual basis to support grants, technical assistance, and the federal administrative costs related to USDA's Farm to School Program.

The Farm to School Program encourages School Food Authorities (SFAs) to purchase locally grown products when possible to enhance the school meal program. The goals of the program are to increase children's consumption of fresh and healthy foods offered at meals times, teach students about Arizona agriculture and to support Arizona producers by bringing locally grown food into school meals.

Grant funds were made available on a competitive basis, subject to availability of federal funds. Arizona applied for the conference/events section of the USDA Farm to School Grant Program. This is the first time Arizona has received this award.

Proposed contract between the **State Board of Education**, acting for and on behalf of the Department of Education and

Name of Contracting Parties:

There are no contracted parties to this abstract. There will be, however; beneficiaries to this contract. All schools who participate in the National School Lunch Program, School Breakfast Program, Child and Adult Care Program, Summer Feeding Program or Afterschool Meals Program are eligible to attend this event. It is anticipated that the number of School Food Authorizes in attendance will reach 350.

Contact Information:

(Ellen Pimental, School Food Program Director)

(Mary Szafranski, Associate Superintendent)

EXECUTIVE SUMMARY**Purpose:**

Health and Nutrition Services (HNS) of the Arizona Department of Education has received a USDA Farm to School Event award in the amount of \$25,000 to continue their work in local procurement, to advance Arizona's local food supply chain and to expand audience reach in farm to school development. This award will allow producers, processors, and distributors (local food suppliers) to have greater access to school food buyers. To increase the effectiveness and efficiency of establishing and strengthening buyer-supplier relationships, the award funds will be used to expand an already existing HNS event to include farm to school. In January 2014, HNS presented the Inaugural Processing Conference and Food Show. In years prior, state contracted processing vendors and school food buyers had to travel to multiple food shows across the greater Phoenix area to survey all available product options for school menus. Creating one statewide event reduced time and travel constraints on both state contracted processing vendors and school food buyers who choose to process a portion of their USDA Foods. This event reached 280 attendees. The award will provide exhibit space for local food suppliers to showcase their products to school food buyers. This award is expected to expose local food suppliers to over 350 school food buyers at the February 2015 Annual Processing Conference and Food Show tentatively scheduled in Mesa. Additionally, funding from this award will cover extensive travel costs in the form of travel scholarships to relieve financial burden to farm to school vendors and participants.

Contract Amount:

Arizona will receive \$25,000 for the 2014-2015 school year. Each participating school and vendor will benefit from this award. Invites are based on application and acceptance in one of the aforementioned federally funded Child Nutrition Programs.

Source of Funds:

Section 18, the *Farm to School Grant Program*, of the Richard B. Russell National School Lunch Act.

Responsible Unit at Department of Education:

Mary Szafranski, Health and Nutrition Services, Associate Superintendent

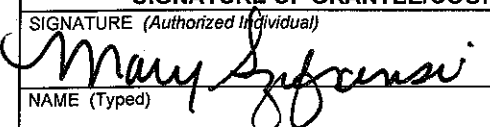
Dates of Contract:

Funds will be available from October 1, 2014 until September 30, 2015

EXECUTIVE SUMMARY

Recommendation to the Board

It is recommended that the Board approve the contract between State Board of Education, acting for and on behalf of the Department of Education enter into an agreement with the USDA to allow the Department of Education to accept receipt of \$25,000 and authorizes the appropriate expenditures of these funds in accordance with the terms and conditions of the grant.

UNITED STATES DEPARTMENT OF AGRICULTURE - FOOD AND NUTRITION SERVICE		1. GRANT/AGREEMENT NO. CN-F2S-EVENT-14-AZ-01		2. PAGE 1 OF 1	
GRANT/COOPERATIVE AGREEMENT		3. AUTHORITY/CFDA NUMBER P.L 111-296 / 10.575		4. UNIVERSAL IDENTIFIER NUMBER (DUNS) 8047460970000	
5. ISSUING OFFICE USDA/Food and Nutrition Service/Financial Management 3101 Park Center Drive, Suite 740 Alexandria, VA 22302-1594 Attn: Gregory Walton, Chief, Grants Management Operations		6. GRANT/AGREEMENT FOR FY2014 Farm to School Program: Conference and Event Grant			
7. GRANTEE/COOPERATOR (Name and Address) Arizona Department of Education 1535 W. Jefferson Street Bin #7 Phoenix, AZ 85007-7719 Attn: Mary Szafranski		8. ACCOUNTING AND APPROPRIATION DATA			
9. PLACE OF PERFORMANCE Arizona		10. GRANT AGREEMENT OR AMENDMENT TOTAL AMOUNT \$ 25,000.00			
11. MAIL REQUESTS FOR REIMBURSEMENTS TO Payments will be made via Letter of Credit		12. SPONSOR Farm to School Program Food and Nutrition Service Contact: Matthew Russell			
		13. EFFECTIVE DATE 09/30/2014		14. EXPIRATION DATE 09/30/2015	
<p>The Grantee/Cooperator hereby assures and certifies that he will comply with the regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal Funds for this federally assisted project, including: OMB Circulars No. A-21, A-87, A-110, A-122 and A-133; 41 CFR 1-15.2; and any USDA Regulations implementing OMB Circulars, such as 7 CFR 3015, 3016, 3017, 3018, and 3019, 3021, as amended.</p>					
<p>REMARKS</p> <p>The Healthy, Hunger-Free Kids Act of 2010 (HHFKA) amended Section 18 of the Richard B. Russell National School Lunch Act (NLSEA) to establish a Farm to School Program in order to assist eligible entities, through grants and technical assistance, in implementing farm to school programs that improve access to local foods in eligible schools. This Conference and Event Grant is to support a farm to school conference, training, or similar event. Signing this agreement indicates the grantee will abide by all terms and conditions of the award.</p>					
SIGNATURE OF GRANTEE/COOPERATOR			UNITED STATES OF AMERICA		
SIGNATURE (Authorized Individual)		DATE	SIGNATURE (Contract/grant Official)		DATE
		9/9/14			
NAME (Typed)			NAME (Typed)		
Mary Szafranski			Lael J. Lubing		
TITLE			TITLE		
Associate Superintendent, Health and Nutrition Services			Director, Grants & Fiscal Policy Division		

EXECUTIVE SUMMARY

Issue: 2014 AIMS Augmentation Report

☐ Action/Discussion Item

☒ Information Item

Background and Discussion

Board Rule R7-2-302.10 allows certain activities to augment a student's AIMS results for the purpose of satisfying the graduation requirement to achieve a passing score on AIMS for Grade 12 students.

Grade 12 students who did not pass Arizona's Instrument to Measure Standards (AIMS) for mathematics, reading or writing but met certain requirements (i.e., passed all required courses for high school graduation, has retested on AIMS each additional test administration in high school and completed remedial courses in deficient content areas) as outlined in R7-2-302.09 section C are eligible to augment graduation requirements.

Arizona districts and charter schools are required to report to the Arizona Department of Education (ADE) the number of students in their schools that met the alternative graduation requirement prescribed in this rule.

The ADE Research and Evaluation Division compiled the data in the 2014 AIMS Augmentation Report.

Report Summary

Arizona has 335 local education agencies (LEAs), including both school districts and charter holders, that contain high school grades. Of those LEAs, 237 responded (response rate = 71%) to the Arizona Department of Education's (ADE) FY14 Augmentation survey for the 2013-2014 school year. The LEAs that responded to the survey reported collectively that they granted AIMS augmentation to 1,945 Grade 12 students in mathematics, reading or writing. Please note: students may be granted augmentation in more than one content area.

Recommendation to the Board

This item is presented to the Board for information only, and no action is requested.

Contact Information:

Dr. Carrie L. Giovannone, Deputy Associate Superintendent of Research and Evaluation
Dr. Jennifer Johnson, Deputy Superintendent of Programs and Policy

EXECUTIVE SUMMARY

Issue: Consideration to approve proposed appointments to the Certification Advisory Committee.

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

On April 24, 2006 the State Board of Education approved the creation of the Certification Advisory Committee (the “CAC”) under Board rule R7-2-201. This committee is charged with making recommendations to the Board pertaining to the certification of Arizona’s education professionals. The committee consists of the following:

Member	Role	Term
Anne Thiebeau	Elementary Teacher	1/1/13-12/31/17
Sasha Glassman	Local Governing Board Member	10/2/13-10/1/17
Betsy Fera	Charter School Representative	2/24/14-2/23/18
Kimberly Peaslee	Special Education Teacher	1/27/14-1/26/18
Janet Crow	Public Member (not certified)	3/1/12-2/29/16
Matt Weber	Career and Technical Education Teacher	4/28/14-4/27/18
Tim Carter	County Schools Superintendent	1/1/13-12/31/17
Frank Garcia	Principal	1/1/13-12/31/17
Lynn DeMuth	Higher Education Representative	1/1/13-12/31/17
Vacant	Higher Education Representative	
Ms. Carolyn Dumler	Human Resources Director	7/1/10-6/30/14
Mr. Joe Thomas	Secondary Teacher	7/1/10-6/30/14
Mr. Manuel Valenzuela	Superintendent	1/1/12-9/30/14

The recommended terms for the members included in this appointment have been revised to create staggered terms for the CAC as was intended when the committee was first established. New terms will uniformly begin on January 1 to allow for the annual recruitment for open seats and appointment by the Board. The Department and Board will work together when open positions exist to ensure that members represent new perspectives from the field.

Contact Information:

Todd Petersen, Deputy Associate Superintendent, Educator Excellence Section
Cecilia Johnson, Associate Superintendent, Highly Effective Teachers and Leaders

EXECUTIVE SUMMARY

The Department recommends the following members be appointed to the CAC (applications are attached):

Proposed Member	Representing	New Term
Mr. Brian Nelson	Higher Education Representative	10/27/14 – 12/31/16
Ms. Carolyn Dumler	Human Resources Director	10/27/14 – 12/31/15
Mr. Joe Thomas	Secondary Teacher	10/27/14 – 12/31/15
Mr. Manuel Valenzuela	Superintendent	10/27/14 – 12/31/15

Recommendation to the Board

It is recommended that the Board appoint the proposed members of the Certification Advisory Committee as described in this document.

EXECUTIVE SUMMARY

Issue: Richard P. Ortiz, case no. C-2012-037, Consideration of Permanent Revocation of Certificate

☒ Action/Discussion Item

☐ Information Item

BACKGROUND AND DISCUSSION:

Richard Ortiz held an Athletic Coaching teaching certificate valid from July 7, 2006, through August 18, 2012.

On August 18, 2014, in Pima County Superior Court, Richard P. Ortiz was found guilty of four counts of Sexual Conduct with a Minor Under Eighteen, a dangerous crime against children. This conviction constitutes unprofessional conduct pursuant to A.R.S. § 15-550 and warrants the immediate and permanent revocation of his Arizona teaching certificate.

A.R.S. 15-203(B) (5) provides that the State Board of Education may impose disciplinary action after the suspension or expiration of the certificate.

Recommendation to the Board

It is recommended that the Board permanently revoke Richard Otriz's teaching certificate and that all states and territories be so notified.

Contact Information:

Charles Easaw, Chief Investigator
State Board of Education

EXECUTIVE SUMMARY

Issue:	Matthew Thacker, case no. C-2014-079R, Consideration of Recommendation to Approve Application for Certification
---------------	---

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

On June 25, 2014, Matthew Thacker applied for a Reciprocal Secondary 7-12 teaching certificate. On his application for certification, Mr. Thacker answered “yes” to the following questions:

- Have you ever had any professional certificate or license, revoked or suspended?
- Have you ever received a reprimand or other disciplinary action involving any professional certification or license?

In his disclosure statement, Mr. Thacker stated that his Washington State teaching certificate had been suspended for 4 months for “misuse of school technology” in 2006.

On July 31, 2014 Mr. Thacker was notified that his application required a review by the Professional Practices Advisor Committee (“PPAC”) prior to issuance due to the previous disciplinary action of suspension of his Washington State teaching certificate in April of 2006.

On September 9, 2014, the Professional Practices Advisory Committee (“PPAC”) considered Mr. Thacker’s current application for certification. After consideration of the evidence presented, the PPAC found that, Mr. Thacker used Sequim School District computer equipment to access and view websites that contained sexually explicit images during the 1st semester of the 2006-2007 school year. Mr. Thacker testified that the viewing of websites occurred after school hours on his desktop computer. No students were present.

The PPAC found the following mitigating factors:

- Certificate reinstated in Washington State.
- Certificate only suspended for 4 months.
- Length of time since incident – eight years ago.
- Lone incident -- no criminal record.
- Letters of reference acknowledge the conduct and demonstrate learning from the conduct.

The PPAC found no aggravating factors.

EXECUTIVE SUMMARY

Contact Information:

Charles Easaw, Chief Investigator
State Board of Education

Review and Recommendation of State Board Committee

The Professional Practices Advisory Committee recommended by a vote of 4 to 0 that the Board approve Mr. Thacker's application for certification.

Recommendation to the Board

It is recommended that the Board adopt the PPAC recommendation to approve the application for certification of Matthew Thacker.

EXECUTIVE SUMMARY

Issue: Consideration to approve local education agencies' Move On When Reading Literacy Plans which have been reviewed for release of K-3 Reading Base Support funds.

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

Move on When Reading (MOWR)

Arizona Revised Statute § 15-701 (A)(2) prohibits a student from being promoted from the third grade if the student obtains a score on the reading portion of the statewide assessment that demonstrates the student's reading falls far below (FFB) the third grade level. The law requires local education agencies (LEAs) to offer 3rd grade students who score FFB on the statewide assessment at least one of the intervention and remediation strategies listed in statute.

A student is exempted from the retention requirement if 1) they are an English Language Learner who has received less than two years of English instruction or 2) they have a disability and their Individual Education Plan (IEP) team agrees promotion is appropriate.

The law specifies that a student may be promoted from 3rd grade if data on the statewide reading assessment is not available by the beginning of the school year. Students promoted due to delayed assessment data which subsequently shows the student should have been retained must be provided intervention strategies and supports under the law.

Literacy Plans

Arizona Revised Statute § 15-211(A), requires the 449 LEAs that provide instruction in grades K-3 to annually submit a comprehensive literacy plan on October 1. LEAs with a letter grade of "C" or lower and any LEA with more than 10% of their students which score FFB on the statewide assessment are required to have their literacy plans approved by the Board in order to receive K-3 reading base support funding.

In June 2012, the Board approved the procedures by which literacy plans would be submitted, reviewed and approved, thus allowing distribution of funds to those LEAs.

Nine reviewers with expertise in K-3 literacy have been trained and are in the process of reviewing submitted LEA literacy plans. Each month, the Board will receive a list of LEA plans deemed to contain sufficient criteria for Board approval.

To date: 368 or 82% of LEAs have submitted MOWR Literacy Plans

231 – "A & B" Schools (already funded)

137 – "C, D" or more than 10% FFB

Contact Information:

Sherry Zeeb, Director of K-3 Reading, State Board of Education
Sabrina Vazquez, Deputy Director, State Board of Education

EXECUTIVE SUMMARY

- 89 are in the process of being reviewed
- 48 are pending Board approval on 10/27/14:

4296	Academy of Excellence, Inc.
4280	Alhambra Elementary District
79215	American Basic Schools LLC
4406	Amphitheater Unified District
79426	Aprender Tucson
79947	Arizona Community Development Corporation
87407	Arizona Connections Academy Charter School, Inc
4187	Ash Creek Elementary District
4272	Avondale Elementary District
4412	Baboquivari Unified School District # 40
4268	Balsz Elementary District
4481	Beaver Creek Elementary District
4158	Chinle Unified District
89556	Concordia Charter School, Inc.
4442	Coolidge Unified District
4228	Duncan Unified District
90506	Ed Ahead
81043	EdKey, Inc. – Redwood Academy
6446	EdKey, Inc. – Sequoia Charter School
4329	EdKey, Inc. – Sequoia Choice Schools
79211	EdKey, Inc. – Sequoia Village School
4448	Eloy Elementary
4157	Ganado Unified School District
6372	Gem Charter School, Inc.
4238	Gila Bend Unified District

88374	Imagine Elementary at Tempe, Inc.
4259	Isaac Elementary District
4387	Kaizen Education Foundation dba Discover U Elementary School
90330	Kaizen Education Foundation dba Vista Grove Preparatory Academy
4480	Kirkland Elementary District
79660	Legacy Schools
4439	Mammoth-San Manuel Unified District
4473	Mayer Unified School District
4493	Mingus Springs Charter School
4265	Murphy Elementary District
4366	New Horizon School for the Performing Arts
4444	Oracle Elementary District
91250	Paideia Academies, Inc
4186	Pearce Elementary District
4201	Pine Forest Education Association, Inc.
4390	Pinon Unified District
4438	Ray Unified District
90275	Research Based Education Corporation
4279	Roosevelt Elementary District
91108	South Phoenix Academy Inc.
4313	Step Up Schools, Inc.
4277	Union Elementary District
4162	Vernon Elementary District

To date: 80 LEAs have not submitted literacy plans.

34 “A & B” LEAs (District and Charter)

1 “B” LEAs with more than 10% FFB

EXECUTIVE SUMMARY

31 "C & D" LEAs
14 new LEAs or those without a previous letter grade

Total District Schools "not" submitted:
30

Total Charter Schools "not" submitted:
50

The State Board has reached out to these sites through various communications to offer assistance in completing a plan, reminding them that funds will not be released without a submitted, reviewed, and approved plan.

Recommendation to the Board

It is recommended that the Board approve the Move On When Reading LEA literacy plans which have been reviewed for release of K-3 Reading Base Support funds, as listed in the item.

EXECUTIVE SUMMARY

Issue: Arizona Department of Education's and the State Board of Education's roles in procuring a preschool assessment

☐ Action/Discussion Item

☒ Information Item

PRESCHOOL ASSESSMENT

In order to meet requirements of the 2004 reauthorization of Individuals with Disabilities Education Act (IDEA), the State of Arizona must submit to the U.S. Department of Education, Office of Special Education Programs (OSEP) a State Performance Plan/Annual Performance Report (SPP/APR) that addresses 17 indicators; among these is Indicator B7: Preschool Outcomes.

In order to meet this requirement, pursuant to A.R.S. §15-249, the State Board of Education will adopt one comprehensive, authentic, valid and reliable assessment tool for ongoing progress monitoring and measuring outcome indicators for children from birth *through* kindergarten in all early childhood programs administered by the Arizona Department of Education. Public education agencies and their schools will be responsible for purchasing and administering the approved assessment in order to monitor children's progress, appropriately plan for children's learning, implement best practices and meet the accountability requirements of the Individuals with Disabilities Education Act of 2004 (IDEA), Part B, Section 619.

BACKGROUND AND DISCUSSION

ADE convened an initial Early Childhood Assessment Work Group in the spring of 2005 to define best practices for early childhood assessment in Arizona. The work group endorsed using the same assessment system across all ADE-administered early childhood programs and defined three purposes for assessment of young children:

1. To assist in making sound decisions about teaching to promote children's development and learning,
2. To aid in the identification of children who might benefit from health and/or special education services, and
3. To monitor trends on an ongoing basis to both meet goals for children and improve programs.

Additional Community Engagement:

In order to expand the scope of the group's initial work, the ADE broadened its consultation with the field to include teachers' and administrators' feedback about their

Contact Information:

Amy Corriveau, Deputy Associate Superintendent, Early Childhood Education

Carol Lippert, Associate Superintendent for High Academic Standards for Students

EXECUTIVE SUMMARY

assessment needs, wants, as well as gather critiques of Arizona's current preschool assessment system.

Moving Forward:

Because the contract with our current vendor is expiring, a new assessment must be chosen. ADE is leading the procurement process for the preschool assessment.

In May 2014, an online survey and focus groups were convened to allow teachers and administrators multiple opportunities to provide feedback about their assessment needs, wants, and critiques of Arizona's current preschool assessment system. Based on this feedback, a new rubric was created to identify a tool appropriate to meet federal regulations and obtain key information to improve outcomes for children.

It is anticipated that the procurement process will be completed by December of 2014. ADE will return with a recommendation for board approval in early 2015. Once an approved tool has been identified, ADE will move forward with professional development and technical assistance for implementation beginning with the FY 16 school year.

Recommendation to the Board

This item is presented to the Board for information only, and no action is requested.

EXECUTIVE SUMMARY

**Issue: Consideration to receive \$ 345,226.98 contract award for the 2014-2015
Johnson-O'Malley grant**

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

The purpose of Johnson-O'Malley funds are to provide programs to meet the specialized and unique educational needs of eligible Indian students. In addition to the funding for programs, funding for administrative and Indian Education Committee is allowable.

The funding continued under the Johnson-O'Malley grant will allow school districts to enhance existing services to Local Education Agencies with populations of Native American Students attending participating public school districts. In addition these funds will allow the ADE and Indian Education Committees (IECs), to organize and conduct conferences and workshops to provide information and train IECs in their roles and responsibilities, to educate on the Arizona College and Career Ready Standards, to help IECs, parents and students understand the Arizona assessment, graduation requirements and the Elementary and Secondary Education Act (ESEA).

Recommendation to the Board

It is recommended that the Board approve receipt of the contract award of \$345,226.98 from the United States Department Bureau of Indian Education and authorizes expenditures in accordance with the terms of the award.

**Contact Information: Debora Norris DAS Native American Education and Outreach and
Bob Gold Associate Superintendent Highly Effective Schools**

TABLE OF CONTENTS

SECTION B	SUPPLIES OR SERVICES AND PRICES
SECTION C	DESCRIPTION / SPECIFICATIONS
SECTION F	DELIVERIES OR PERFORMANCE
SECTION G	CONTRACT ADMINISTRATION DATA
SECTION H	SPECIAL CONTRACT REQUIREMENTS
SECTION I	CONTRACT CLAUSES
SECTION J	LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION B

SUPPLIES OR SERVICES AND PRICES

B.1 Performance Period: Award is issued for the Performance Period beginning July 1, 2013, through June 30, 2014

B.2 Budget

Administrative Budget and Activities
2013-2014 Johnson O'Malley Services
July, 1 2013 through June 30, 2014

Instructions: Outline administrative and fiscal activities to be used by the contractor (273.18)(j)(3). This includes, but is not limited to the director, clerical and bookkeeping staff and equipment and supplies needed to carry out the administration of contract.

<u>Account Code No.</u>	<u>ADE Administrative Expenses</u>	<u>FY 2014 Budget</u>
6001	Personnel (1) Administrative Assistant 1.0 FTE	\$40,000.00
6101	Employee-Related Expenditure	\$ 0.00
6501	Travel In-State/Out-of-State	\$ 5,000.00
7625	Office and Instructional Supplies	\$ 200.00
	Tt	\$45,200.00
<u>Miscellaneous Expenses</u>		
7036	Communication – Postage	\$ 200.00
7632	Furniture	\$ 00.00
7066	Risk Management Insurance	\$ 00.00
7311	Communications- Printing	\$ 400.00
7045	Communications – Telephone (\$100.00 x 12 mo.)	\$ 00.00
7673	Maintenance and Repairs	\$ 00.00
7986/7987	Dues/Subscription/Technical	\$ 00.00
8000	Non-Capital Equipment	\$ 00.00
7102	Occupancy Cost	\$ 00.00
6498	Professional and Outside Services	\$ 00.00
7156	MIS Charge Backs (\$975.00 x 30%)	\$ 00.00
	Other Miscellaneous Operating	\$ 100.00
	Tt	\$ 600.00
	TOTAL ADMINISTRATIVE BUDGET	\$ 45,800.00

Charges

Our agency has been granted a fixed indirect cost rate from the United States Department of Education. The cost rate is at 9%.

9011	TOTAL Indirect Charges	\$ 24,723.32
	Total Admin. Budget and Indirect Cost	\$ 70,523.32
	Carry over from	\$ 00.00
6801	Assistance to Education Programs Supplemental Programs LEAs/Tribes (6,087 students x) (Index Code-72521)	\$274,703.66
	TOTAL CONTRACT AMOUNT	\$345,226.98

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Scope of Work Educational Services Render to Indian Children State of Arizona

The Arizona JOM program funds Indian Education programs throughout the state that help school districts and Native American parents provide services meeting the unique educational needs of AZ Native American students. Some of the services we provide to Indian children and their parents include:

- JOM IEC parent training on JOM requirements and parental involvement.
- We fund, monitor, and regulate JOM LEAs for proper use of their JOM allocation.
- We advertise and encourage attendance at our yearly Native American Parent conferences and Native American Youth Conferences.
- We provide research data and reports AZ Native American student achievement on state and national assessments.
- JOM funds are used to provide ongoing communication to students and parents, and educators on Indian Education issues.
- We host a National Forum on Native American Dropout prevention for Native and Tribal communities
- We provide technical assistance on an ongoing basis.
- We provide ongoing professional development to educators and Native American Community leaders/ parents on improving educational services to AZ Native American students.

These activities and others provide a much needed service to the American Indian students in the state of Arizona.

SECTION F DELIVERIES OR PERFORMANCE

F.1 52.242-15 Stop-Work Order (August 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either— (1) Cancel the stop-work order; or (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if— (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.2 52.242-17 Government Delay of Work (April 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed— (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

SECTION G CONTRACT ADMINISTRATION DATA

DOI ELECTRONIC INVOICING Electronic Invoicing and Payment Requirements - Invoice Processing Platform (IPP) (September 2011)

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts.

The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice [CO to edit and include the documentation required under this contract]:

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR PERFORMANCE INFORMATION (DIAPR) 2010-14, Amendment 1

CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JULY 2010)

- (a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.
- (b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.
- (c) We request that you furnish the Contracting Officer with the name, position title, phone number, and email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than 30 days after award. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.
- (d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.
- (e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 - 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30-calendar days after receipt of the CPAR.
- (f) The following guidelines apply concerning your use of the past performance evaluation:
- (1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.
 - (2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.
 - (3) Prohibit the use of or reference to evaluation data for advertising, promotional material, preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.
- (g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.
- (h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

SECTION 1 CONTRACT CLAUSES

I.1 1452.226-70 INDIAN PREFERENCE APRIL 1984

(a) The Contractor agrees to give preferences to Indians who can perform the work required regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation for training and employment opportunities under this contract and, to the extent feasible consistent with the efficient performance of this contract, training and employment preferences and opportunities shall be provided to Indians regardless of age (subject to existing laws and regulations), sex, religion, or tribal affiliation who are not fully qualified to perform under this contract. The Contractor also agrees to give preference to Indian organizations and Indian-owned economic enterprises in the awarding of any subcontracts consistent with the efficient performance of this contract. The Contractor shall maintain such records as are necessary to indicate compliance with this paragraph.

(b) In connection with the Indian employment preference requirements of this clause, the Contractor shall also provide opportunities for training incident to such employment. Such training shall include on-the-job, classroom, or apprenticeship training which is designed to increase the vocational effectiveness of an Indian employee.

(c) If the Contractor is unable to fill its training and employment needs after giving full consideration to Indians as required by this clause, those needs may be satisfied by selection of persons other than Indians in accordance with the clause of this contract entitled "Equal Opportunity."

(d) If no Indian organizations or Indian-owned economic enterprises are available for awarding of subcontracts in connection with the work performed under this contract, the Contractor agrees to comply with the provisions of this contract involving utilization of small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, or labor surplus area concerns.

(e) As used in this clause:

(1) "Indian" means a person who is a member of an Indian Tribe. If the Contractor has reason to doubt that a person seeking employment preference is an Indian, the contractor shall grant the preference but shall require the individual within thirty (30) days to provide evidence from the Tribe concerned that the person is a member of that Tribe.

(2) "Indian organization" means the governing body of any Indian Tribe or entity established or recognized by such governing body in accordance with the Indian Financing Act of 1974 (88 Stat. 77; 25 U.S.C. 1451); and

(3) "Indian-owned economic enterprise" means any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit provided that such Indian ownership shall constitute not less than 51 percent of the enterprise.

(4) "Indian Tribe" means an Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (85 Stat. 668; 43 U.S.C. 1601) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

(f) The Contractor agrees to include the provisions of the clause including this paragraph (f) in each subcontract awarded under this contract.

(g) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interests of the Government.

I.2 1452.226-71 INDIAN PREFERENCE PROGRAM APRIL 1984

(a) In addition to the requirements of the clause of this contract entitled "Indian Preference -- Department of the Interior," the Contractor agrees to establish and conduct an Indian preference program which will expand the opportunities for Indian organizations and Indian-owned economic enterprises to receive a preference in the awarding of subcontracts and which will expand opportunities for Indians to receive preference for training and employment in connection with the work to be performed under this contract. In this connection, the Contractor shall --

(1) Designate a liaison officer who will: i. maintain liaison with the Government and Tribe(s) on Indian preference matters; ii. supervise compliance with the provisions of this clause; and iii. administer the Contractor's Indian preference program.

(2) Advise its recruitment sources in writing and include a statement in all advertisements for employment that Indian applicants will be given preference in employment and training incident to such employment.

(3) Not less than twenty (20) calendar days prior to commencement of work under this contract, post a written notice in the Tribal office of any reservations on which or near where the work under this contract is to be performed, which sets forth the Contractor's employment needs and related training opportunities. The notice shall include the approximate number and types of employees needed, the approximate dates of employment; the experience or special skills required for employment, if any; training opportunities available; and all other pertinent information necessary to advise prospective employees of any other employment requirements. The Contractor shall also request the Tribe(s) on or near whose reservation(s) the work is to be performed to provide assistance to the Contractor in filling its employment needs and training opportunities. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to contact in regard to the posting of notices and requests for Tribal assistance.

(4) Establish and conduct a subcontracting program which gives preference to Indian organizations and Indian-owned economic enterprises as subcontractors and suppliers under this contract. Consistent with the efficient performance of this contract, the Contractor shall give public notice of existing subcontracting opportunities by soliciting bids or proposals only from Indian organizations or Indian-owned economic enterprises. The Contractor shall request assistance and information on Indian firms qualified as suppliers or subcontractors from the Tribe(s) on or near whose reservation(s) the work under the contract is to be performed. The Contracting Officer will advise the Contractor of the name, location, and phone number of the Tribal officials to be contacted in regard to the request for assistance and information. Public notices and solicitations for existing subcontracting opportunities shall provide an equitable opportunity for Indian firms to submit bids or proposals by including -- i. a clear description of the supplies or services required including quantities, specifications, and delivery schedules which facilitate the participation of Indian firms; ii. a statement indicating the preference will be given to Indian organizations and Indian-owned economic enterprises in accordance with Section 7(b) of Public Law 93-638; (88 Stat. 2205; 25 U.S.C. 450e(b)); iii. definitions for the terms "Indian organization" and "Indian-owned economic enterprise" as prescribed under the "Indian Preference -- Department of the Interior" clause of this contract; iv. a representation to be completed by the bidder or offeror that it is an Indian organization or Indian-owned economic enterprise; and (v) a closing date for receipt of bids or proposals which provides sufficient time for preparation and submission of a bid or proposal. If after soliciting bids from Indian organizations and Indian-owned economic enterprises, no responsible bid is received, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of this contract. If one or more responsible bids are received, award shall be made to the low responsible bidder if

the bid price is determined to be reasonable. If the low responsive bid is determined to be unreasonable as to price, the Contractor shall attempt to negotiate a reasonable price and award a subcontract. If a reasonable price cannot be agreed upon, the Contractor shall comply with the requirements of paragraph (d) of the "Indian Preference -- Department of the Interior" clause of the contract.

(5) Maintain written records under this contract which indicate: i. the names and addresses of all Indians seeking employment for each employment position available under this contract; ii. the number and types of positions filled by (A) Indians and (B) non-Indians, and the name, address and position of each Indian employed under this contract; iii. for those positions where there are both Indian and non-Indian applicants, and a non-Indian is selected for employment, the reason(s) why the Indian applicant was not selected; iv. actions taken to give preference to Indian organizations and Indian-owned economic enterprises for subcontracting opportunities which exist under this contract; v. reasons why preference was not given to Indian firms as subcontractors or suppliers for each requirement where it was determined by the Contractor that such preference would not be consistent with the efficient performance of the contract, and vi. the names and addresses of all Indian organizations and Indian-owned economic enterprises (A) contacted, and (B) receiving subcontract awards under this contract.

(6) The Contractor shall submit to the Contracting Officer for approval a semiannual report which summarizes the Contractor's Indian preference program and indicates (i) the number and types of available positions filled and dollar amounts of all subcontracts awarded to (a) Indian organizations and Indian-owned economic enterprises and (b) all other firms.

(7) Records maintained pursuant to this clause will be kept available for review by the Government until expiration of one (1) year after final payment under this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

(b) For purpose of this clause, the following definitions of terms shall apply:

(1) The terms "Indian," "Indian Tribe," "Indian Organization," and "Indian-owned economic enterprise" are defined in the clause of this contract entitled "Indian Preference."

(2) "Indian reservation" includes Indian reservations, public domain Indian allotments, former Indian reservations on Oklahoma, and land held by incorporated Native groups, regional corporations, and village corporations under the provisions of the Alaska Native Claims Settlement Act, (85 Stat. 688; 43 U.S.C. 1601 et seq.).

(3) "On or near an Indian Reservation" means on a reservation or reservations or within that area surrounding an Indian reservation(s) where a person seeking employment could reasonably be expected to commute to and from in the course of a work day.

(c) Nothing in the requirements of this clause shall be interpreted to preclude Indian Tribes from independently developing and enforcing their own Indian preference requirements. Such requirements must not hinder the Government's right to award contracts and to administer their provisions.

(d) The Contractor agrees to include the provisions of this clause including this paragraph (d) in each subcontract awarded under this contract and to notify the Contracting Officer of such subcontracts.

(e) In the event of noncompliance with this clause, the Contractor's right to proceed may be terminated in whole or in part by the Contracting Officer and the work completed in a manner determined by the Contracting Officer to be in the best interest of the Government.

1.3 52.212-04

CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

SEPTEMBER 2013

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights— (1) Within a reasonable time after the defect was discovered or should have been discovered; and, (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as: acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include— (i) Name and address of the Contractor; (ii) Invoice date and number; (iii) Contract number, contract line item number and, if applicable, the order number; (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered; (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of

lading; (vi) Terms of any discount for prompt payment offered; (vii) Name and address of official to whom payment is to be sent; (viii) Name, title, and phone number of person to notify in event of defective invoice; and (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (x) Electronic funds transfer (EFT) banking information. (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract. (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures. (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.*—

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall— (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the— (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment); (B) Affected contract number and delivery order number, if applicable; (C) Affected contract line item or subline item, if applicable; and (D) Contractor point of contact. (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract. (iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if— (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days; (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2). (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment. (v) Amounts shall be due at the earliest of the following dates: (A) The date fixed under this contract. (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination. (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on— (A) The date on which the designated office receives payment from the Contractor; (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor. (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon: (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) The schedule of supplies/services. (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) The clause at 52.212-5. (4) Addenda to this solicitation or contract, including any license agreements for computer software. (5) Solicitation provisions if this is a solicitation. (6) Other paragraphs of this clause. (7) The Standard Form 1449. (8) Other documents, exhibits, and attachments. (9) The specification.

(t) *System for Award Management (SAM)*.

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name. (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) *Unauthorized Obligations*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern: (i) Any such clause is unenforceable against the Government. (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause. (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

L4 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS JANUARY 2014

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)). (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553). (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (13) [Reserved]
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
 - (ii) Alternate I (Nov 2011).
 - (iii) Alternate II (Nov 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - (ii) Alternate I (Oct 1995) of 52.219-7.
 - (iii) Alternate II (Mar 2004) of 52.219-7.
- X (16) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).
 - (ii) Alternate I (Oct 2001) of 52.219-9.
 - (iii) Alternate II (Oct 2001) of 52.219-9.
 - (iv) Alternate III (Jul 2010) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(i)).
- (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - (ii) Alternate I (June 2003) of 52.219-23.
- (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- X (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- X (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (36) 52.222-54, Employment Eligibility Verification (AUG 2013), (Executive Order 12989), (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(iii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
 - (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- X (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
 - (ii) Alternate I (Dec 2007) of 52.223-16.
- X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- X (41) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

X (42)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

— (ii) Alternate I (Mar 2012) of 52.225-3.

— (iii) Alternate II (Mar 2012) of 52.225-3.

— (iv) Alternate III (Nov 2012) of 52.225-3.

— (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

— (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

— (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

— (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

— (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

— (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

— (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

— (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

— (52) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

— (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

— (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

— (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [*Contracting Officer check as appropriate.*]

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

— (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

— (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

— (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

— (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

— (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

— (7) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).

— (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

— (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation. (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract. (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved. (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause— (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)). (ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities. (iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (i) of FAR clause 52.222-17. (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246). (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212). (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793). (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40. (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.). (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)). Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)). (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, et seq.). (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.). (xii) 52.222-54, Employment Eligibility Verification (Aug 2013). (xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note). (xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6. (xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

1.5 52.217-8 Option to Extend Services (November 1999).

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **TEN (10) CALENDAR DAYS**.

1.6 52.223-06 DRUG-FREE WORKPLACE MAY 2001

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about-- (i) The dangers of drug abuse in the workplace; (ii) The Contractor's policy of maintaining a drug-free workplace; (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will-- (i) Abide by the terms of the statement; and (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace: (i) Taking appropriate personnel action against such employee, up to and including termination; or (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and (7) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

1.7 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
AUGUST 2011

(a) Definitions. As used in this clause--

"Driving"-- (1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. (2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor is encouraged to-- (1) Adopt and enforce policies that ban text messaging while driving-- (i) Company-owned or -rented vehicles or Government-owned vehicles; or (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. (2) Conduct initiatives in a manner commensurate with the size of the business, such as-- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

I.8 52.232-18 Availability of Funds (April 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

I.9 52.232-19 Availability of Funds for the Next Fiscal Year (April 1984)

Funds are not presently available for performance under this contract beyond **09-30-2014**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **09-30-2014**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

SECTION J LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHEMENTS

1. By Reference - Applicable Service Contract Act (SCA) Wage Determination No. 2005-2024, Rev. No. 17, 06/19/2013

2. DOI POLICY - Prohibition on Texting While Driving

Memorandum

To: All DOI Employees

From: Deputy Secretary

Subject: Prohibition on Texting While Driving

Recent deadly crashes involving drivers distracted by text messaging while driving highlight a growing danger. Text messaging causes drivers to take their eyes off the road and at least one hand off the steering wheel, endangering both themselves and others. President Obama recently issued Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." This important order prohibits Federal employees from text messaging while doing any of the following:

- Driving Government-owned, Government-leased, or Government-rented vehicles (GOVs);
- Driving privately-owned vehicles (POV) while on official Government business; and
- Using electronic equipment supplied by the Government (including, but not limited to, cell phones, Blackberries, or other electronic devices) while driving.

A Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment will help save lives, reduce injuries, and set an example for state and local governments, private employers, and individual drivers.

Texting or text messaging means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

In addition, the Executive Order requires Federal agencies to take steps to encourage Federal contractors, subcontractors, recipients, and sub-recipients of financial assistance to adopt and enforce their own policies that ban employees from texting while driving GOVs or company-owned, company-leased, or company-rented vehicles or while driving POVs on official Government business or when performing work for, or on behalf of, the Government. Those entities are further encouraged to educate their employees and to urge voluntary compliance with a texting ban for off-duty employees.

All DOI employees are directed to comply with E.O. 13513 immediately, and human capital, procurement, and other applicable teams are directed to update all relevant policies and procedures to include the express prohibitions of the Order as soon as possible. In addition, employees and contractors are strongly encouraged to refrain from off-duty text messaging on personal devices while operating POVs.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the integrity of the financial system and for the ability to detect and prevent fraud.

2. The second part of the document outlines the specific procedures for recording transactions. It details the steps involved in the accounting cycle, from identifying the transaction to posting it to the appropriate ledger account.

3. The third part of the document discusses the importance of internal controls. It explains how internal controls can be designed to minimize the risk of error and fraud, and how they can be used to ensure the accuracy of the financial statements.

4. The fourth part of the document discusses the importance of external audits. It explains how external audits can provide an independent assessment of the accuracy and reliability of the financial statements, and how they can be used to identify areas for improvement.

5. The fifth part of the document discusses the importance of transparency. It explains how transparency can be achieved through the timely and accurate disclosure of financial information, and how it can be used to build trust and confidence in the financial system.

6. The sixth part of the document discusses the importance of risk management. It explains how risk management can be used to identify and assess the risks faced by the organization, and how it can be used to develop strategies to mitigate those risks.

7. The seventh part of the document discusses the importance of ethical behavior. It explains how ethical behavior can be promoted through the establishment of a strong code of ethics, and how it can be used to ensure that the organization operates in a fair and honest manner.

8. The eighth part of the document discusses the importance of continuous improvement. It explains how continuous improvement can be achieved through the regular review and evaluation of the organization's performance, and how it can be used to identify areas for improvement and implement changes.

9. The ninth part of the document discusses the importance of communication. It explains how communication can be used to ensure that all employees are aware of the organization's goals and objectives, and how it can be used to foster a sense of teamwork and collaboration.

10. The tenth part of the document discusses the importance of leadership. It explains how leadership can be used to inspire and motivate employees, and how it can be used to ensure that the organization is able to achieve its long-term goals.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</small>				1. REQUISITION NUMBER 0040135020		PAGE OF 1 17	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE 02/26/2014		4. ORDER NUMBER A14PX00402		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME PAUL ROBINSON		b. TELEPHONE NUMBER (No collect calls) 602-379-4482		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY BIA WRO 00011 2600 N CENTRAL AVENUE Contracting Office SUITE 400 MAILROOM Phoenix AZ 85001				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED <input type="checkbox"/> EDWOSB <input type="checkbox"/> VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS. 611710 SIZE STANDARD. \$14.0			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS ACCP		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO BIE AZ SOUTH ELO 2901 N CENTRAL AVENUE, SUITE 970 PHOENIX AZ 85012		CODE 0009062036		16. ADMINISTERED BY DOI, BIA WRO Contracting Office 2600 N CENTRAL AVENUE SUITE 400 MAILROOM Phoenix AZ 85004		CODE A11	
17a. CONTRACTOR/OFFEROR DEPT OF EDUCATION ARIZONA 1535 W JEFFERSON ST PHOENIX AZ 85007-3209		CODE 0071318376 FACILITY CODE		18a. PAYMENT WILL BE MADE BY: BIA-Division of Fiscal Services 12220 Sunrise Valley Drive Reston VA 20191		CODE A000 INV	
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
19. ITEM NO.				20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	
						22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
				1. Lump Sum Award is issued in the amount of \$345,226.98 for FY 2013-2014 AZ Dept of Education Johnson O'Malley supplemental services to meet the unique and specialized educational needs of Native American Indian students. Award is made pursuant to H.R 2775 Public law 113 -46.			
				2. Applicable Service Contract Act (SCA) Wage Determination No. 2005-2024, Rev. No. 17, 06/19/2013.			
				(Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA 01						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$345,226.98	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.						29. AWARD OF CONTRACT Proposal / D. Norr OFFER DATED 02/26/2014 YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS All Items.	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)				31b. NAME OF CONTRACTING OFFICER (Type or print)			
30c. DATE SIGNED				31c. DATE SIGNED			
				PAUL ROBINSON 02/26/2014			

19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
00010	<p>3. Invoices are to be submittal via the IPP System - See Section G for instructions.</p> <p>4. Designated Contracting Officer's Representative (COR) is Ms. Huberta Lewis, phone number 602/ 265-1592.</p> <p>Delivery: 09/30/2014</p> <p>Account Assignment: K G/L Account: 6100.252R0</p> <p>Business Area: A000 Commitment Item: 252R00 Cost Center: AADD50H010 Functional Area: A0E904545.999900 Fund: 134A2100DD Fund Center: AADD50H010 PR Acct Assign Line: 01</p> <p>Period of Performance: 07/01/2013 to 09/30/2014</p> <p>JOM Program Funding</p> <p>IT Approval Num: N</p> <p>The total amount of award: \$345,226.98. The obligation for this award is shown in box 26.</p>				345,226.98

32a. QUANTITY IN COLUMN 21 HAS BEEN:

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

EXECUTIVE SUMMARY

Issue: Consideration for Career and Technical Education programs integrating Arizona's College and Career Ready Standards in Mathematics for the purpose of allowing the issuance of mathematics credits, pursuant to R7-2-302 (4)(a)

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

Pursuant to R7-2-302(4), local governing boards or charter schools may grant Career and Technical Education (CTE) program completers credits toward the Board English, mathematics, science and economics credit requirements for graduation if 1) the State Board has approved the CTE program for equivalent credit to be used toward the Board English, mathematics, science and economics credit requirements of graduation; 2) the credit or partial credit only counts toward one credit or partial credit toward satisfying the 22 total required credits, and 3) the student who satisfies any part of the Board English, mathematics, science and economics credit requirements of graduation through the completion of a CTE program must earn 22 credits total credits to meet the high school graduation requirements.

ADE/CTE uses a process that analyzes the industry based Technical Skill Standards for CTE programs for high school level integrated Arizona College and Career Ready Standards in mathematics. Utilizing a revised process described in the next paragraph, one program is being presented for consideration.

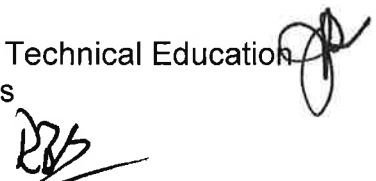
The initial analysis of Accounting and Related Services standards and measurement criteria revealed that the standards for the 2 course Accounting program sequence did not contain enough high school level math to warrant a 4th credit in mathematics. Therefore, Accounting and Related Services program standards and measurement criteria have been revised as of August 2014. Additional measurement criteria have been identified by a team of Accounting industry professionals, postsecondary instructors and CTE education leaders providing for an optional 3rd course to be added to the program course sequence. If the identified measurement criteria are aligned to the rigor of AZCCRS in Mathematics as well as to the standards for Mathematical Practice, then with the additional 3rd course focusing on the identified measurement criteria in Accounting would meet the significant mathematics content in State Board rule R7-2-302.02 for credit in a 4th year mathematics course. The attachment contains the Accounting and Related Services program standards and measurement criteria. The measurement criteria added to the Accounting and Related Services program are identified by an asterisk.

Recommendation to the Board

It is recommended that the Board grant approval to the following CTE program as eligible for equivalent credit to be used toward the 4th credit of mathematics required in the Board high school graduation requirements with the implementation of the 3rd course option: Accounting and Related Services

Contact Information:

Jeanne Roberts, Deputy Associate Superintendent, Career and Technical Education
Robert Gold, Associate Superintendent, Highly Effective Schools



EXECUTIVE SUMMARY

ACCOUNTING AND RELATED SERVICES, 52.0300	
<i>Measurement criteria for an optional 3rd course added 8-29-14 and indicated by an asterisk*</i>	
1.0	DEMONSTRATE THE STEPS OF THE ACCOUNTING CYCLE
1.1	Explain the purpose of the accounting cycle
1.2	Define terminology related to the accounting cycle
1.3	Demonstrate the fundamental accounting equation
1.4	Classify items as assets, liabilities, or equity
1.5	Determine how equity is affected by revenue, expense, and drawing accounts
1.6	Practice the double-entry system of accounting
1.7	Analyze the effect of business transactions on the basic accounting equation using source documents
1.8	Develop the process of journalizing business transactions
1.9	Explain the relationship of the journal to the ledger
1.10	Post transactions from the journal to the ledger
1.11	Prepare a trial balance including determining necessary adjustments
1.12	Prepare financial statements
1.13	Explain the purposes of the closing process
1.14	Prepare a post-closing trial balance
2.0	GENERATE PROCEDURES FOR CASH CONTROL
2.1	Define petty cash
2.2	Complete check stubs or register manually and using computerized systems
2.3	Enter appropriate data on a deposit slip
2.4	Reconcile a bank statement

EXECUTIVE SUMMARY

2.5	Establish procedures for managing and reconciling petty cash manually and using computerized systems
3.0	DETERMINE PROCEDURES FOR ACCOUNTS RECEIVABLE AND ACCOUNTS PAYABLE
3.1	Establish and maintain the accounts receivable subsidiary ledger
3.2	Process sales orders and invoices
3.3	Process customer payments
3.4	Analyze accounts receivable using an aging schedule to determine doubtful accounts
*3.4a	<i>Determine the probability of receiving payment based on payment history and aging</i>
3.5	Establish and maintain the accounts payable subsidiary ledger
3.6	Maintain vendor files
3.7	Process invoices for payment
3.8	Journal and reconcile credit card statements
3.9	Process accounts payable checks
3.10	Explain the relationship of subsidiary ledgers
3.11	Analyze accounts payable using an aging schedule
*3.11a	<i>Evaluate the benefits of various payment options (cash, supplier discount, line of credit)</i>
4.0	DETERMINE PAYROLL
4.1	Prepare and journal payroll records using manual and computerized systems
4.2	Calculate earnings for various methods of compensation (commissions, hourly, and salary)
*4.2a	<i>Compare and contrast an employee's earnings based on various compensation methods (commissions, hourly, and salary)</i>
*4.2b	Analyze the potential earnings of an employee based on various methods of compensation (commissions, hourly, salary)
4.3	Compute employee deductions to determine net pay
*4.3a	Use tables and percentages to calculate employee deductions to determine net pay

EXECUTIVE SUMMARY

4.4	Calculate employer's payroll taxes
*4.4a	<i>Use tables and percentages to calculate employer's payroll taxes</i>
4.5	Prepare basic federal payroll forms (940, 941)
5.0	EVALUATE ASSETS, LIABILITIES, AND EQUITY
5.1	Define and use terminology related to assets and liabilities
5.2	Explain the purposes of notes receivable
5.3	Maintain inventory records
5.4	Apply inventory costing procedures (FIFO, LIFO, and weighted average)
*5.4a	<i>Compare and contrast the impact of different inventory costing methods</i>
5.5	Compute the cost basis of assets
5.6	Calculate depreciations
*5.6a	<i>Compare and contrast the impact of various depreciation methods</i>
5.7	Identify internal controls used to protect assets from loss, waste, theft, forgery, and embezzlement
5.8	Determine current and long-term liabilities and assets
5.9	Apply revenue realization and matching principles to an income statement for service and merchandising businesses
5.10	Determine cost of goods sold and gross profit for merchandising and manufacturing businesses
*5.10a	<i>Calculate the mean, median, mode, IQR, and standard deviation for cost of goods sold</i>
6.0	DEMONSTRATE AN UNDERSTANDING OF BASIC BUSINESS, ECONOMIC, AND FINANCIAL MANAGEMENT PRACTICES
6.1	Describe basic methods used to organize accounting records and information.
6.2	Review a budget based on an enterprise's business plan
*6.2a	<i>Determine business results based on historical financial performance using a recursive formula</i>

EXECUTIVE SUMMARY

6.3	Review an income statement for an enterprise
6.4	Review a balance sheet for an enterprise
6.5	Interpret financial information for decision making and planning
6.6	Monitor and adjust business operations based on financial performance
*6.6a	<i>Analyze the effect that a change in operating costs has on financial performance</i>
6.7	Describe the impact of quality business communications on the success of an enterprise
*6.7a	<i>Determine the cost effectiveness of various business communications using a Venn diagram</i>
6.8	Manage customer relations
6.9	Explain the role of insurance in managing risk
*6.9a	<i>Use a probability analysis to determine the business value of insuring against risk</i>
6.10	Explain the role of accounting in support of the five functions of management (planning, organizing, directing, staffing, and controlling) and related decision making
6.11	Define the differences among service, merchandising, and manufacturing businesses
7.0	APPRAISE COMPONENTS OF BUSINESS OPERATIONS
7.1	Explain GAAP (Generally Accepted Accounting Principles) and other basic accounting methods
7.2	Differentiate between taxation at the personal and business level
7.3	Explain the purpose of the capital and drawing accounts for a sole proprietorship and partnership
7.4	Explain the purpose of various accounts (common stock, preferred stock, paid-in capital, retained earnings, and dividends for a corporation)
7.5	Identify three basic types of business funding (operating, investing, and financing)
7.6	Identify not-for-profit and governmental organizations accounting requirements
8.0	ASSESS THE FINANCIAL PERFORMANCE OF A BUSINESS
8.1	Analyze the income statement and balance sheet of a business
*8.1a	<i>Compare and contrast balance sheets and income statements of competitive companies to determine which would be the better investment</i>

EXECUTIVE SUMMARY

8.2	Analyze current and long-term assets including their impact on the financial statements
*8.2a	<i>Compare and contrast two companies with similar liabilities and differing assets</i>
*8.2b	<i>Compare and contrast potential sales revenue based on variable production levels of long-term assets</i>
8.3	Analyze current and long-term liabilities including their impact on the financial statements
*8.3a	<i>Compare and contrast two companies with similar assets and differing liabilities</i>
*8.3b	<i>Calculate total interest cost based upon risk factors and variable interest rates</i>
8.4	Analyze the statement of cash flow and the effect on healthy performance
*8.4a	<i>Analyze the impact of business transactions on the statement of cash flow</i>
8.5	Calculate financial ratios (price earnings, quick, liquidity, and merchandise inventory turnover)
*8.5a	<i>Utilize financial ratios to analyze and compute the impact of changing variables on a company's results</i>
8.6	Determine the effect of changes in sales volume, unit costs, and unit sales process on net income
*8.6a	<i>Calculate and analyze the effect on net income if unit cost changes</i>
*8.6b	<i>Calculate and analyze the effect on net income if sales volume changes</i>
*8.6c	<i>Calculate and analyze the effect on net income if unit sales prices change</i>
9.0	USE ACCOUNTING TECHNOLOGY IN MANAGING FINANCIAL INFORMATION
9.1	Use spreadsheet software to organize, calculate, and complete an accounting financial statement
9.2	Use spreadsheet and/or accounting software to prepare charts and graphs used to analyze the financial condition of a business
*9.2a	<i>Use a profit and loss statement in a spreadsheet using formulas to prepare a chart or graph</i>
*9.2b	<i>Analyze how different variables can affect the cash flow of a company by creating graphs and tables</i>
*9.2c	<i>Utilize appropriate software to generate charts and graphs to analyze business trends</i>
10.0	EXAMINE ETHICAL STANDARDS IN ACCOUNTING

EXECUTIVE SUMMARY

10.1	Differentiate between ethical and legal issues
10.2	Describe social responsibility in accounting
10.3	Explain the importance of high ethical standards in the preparation of financial statements

EXECUTIVE SUMMARY

Issue: Arizona Education Learning and Accountability System (AELAS) updates

☐ Action/Discussion Item

☒ Information Item

Background and Discussion

ADE is entering into its fourth year of development of the Arizona Education Learning and Accountability System (AELAS). Arizona Revised Statutes 15-249, outlines the scope of the data system overhaul, including the requirement to provide the State Board with quarterly updates of project progress.

Just as in FY14, ADE continues to contract with WestEd/CELT for quarterly, independent, third-party monitoring. WestEd/CELT recently completed their site visit from September 17-19, 2014, conducting project reviews and attending several meetings vital to AELAS implementation. In addition, the oversight team attended an AELAS Education Transformation Steering Committee meeting as well as the ASCUS quarterly meeting. A full report from the WestEd/CELT visit is attached detailing their observations and quarterly findings.

Amongst all of the AELAS initiatives, AZDash has received the most acclaim. The innovative dashboards garnered national recognition from US Department of Education Statewide Longitudinal Data System Grant Program. Additionally, AZreportcards.com was ranked among the top three in the country, honored for its clarity and use of graphics. ADE has released 30 interactive dashboards, with new releases occurring every month. At present, 600 Local Education Agencies (LEAs) have access to ADEConnect (ADE's new secure access system), 424 have access to AZDash and 230 have received personalized training to allow teachers and administrators to use this data in the classroom to impact student achievement.

Arizona Education Data Standards (AzEDS), Arizona's approach to meet new state and federal reporting requirements, has been successfully implemented with one vendor and is currently moving towards certification. ADE will use this data as a pilot to populate AZDash with near real-time data.

Beginning July 1, 2015, all student data submissions must be in the AzEDS format. Districts or charters may use any one of the Student Information System vendors that have a certified implementation of AzEDS. For school year 2015-2016 and all subsequent years, payments of state aid, Classroom Site Fund monies, and Instructional Improvement Fund monies cannot be made to Local Education Agencies (LEAs) which use a vendor that has not been certified as AzEDS compliant prior to July 1, 2015. For school year 2014-2015, SAIS submissions will continue as usual along with piloting of parallel submissions of the new AzEDS format. Submissions in the AzEDS format **will not** be used for payment purposes during school year 2014-2015.

Contact Information:

Lisa M Blyler, Senior Management Analyst
Mark T Masterson, Chief Information Officer

EXECUTIVE SUMMARY

ADE wants to ensure that over the next 13 months the agency communicates regularly with LEAs to mitigate any issues during its pilot implementation. For those LEAs that do not have a SIS vendor and only utilize SAIS Online for submission of SAIS data, ADE will contact them directly to create an implementation plan for school year 2015-2016.

In regards to School Finance payment processing, ADE successfully completed automating the Classroom Site Fund (CSF) in FY14. Processing time was reduced from 8 hours to 20 minutes, without any interruption to LEAs. Next on the agenda for this year is the Instructional Improvement Fund, which will be finished by December 2014. It is expected that processing time will be reduced from eight to six hours once this work is complete. Upon completion, the development team will devote its attention towards automating the next set of School Finance calculation processes (Aggregation and Limiting). The team is also conducting focus groups with current SAIS users to design reports that meet their needs. Before the development team enters production, thorough testing will occur to identify and mitigate errors.

Lastly, the Statewide Student Information System (SSIS) is addressing LEAs' need for an affordable, consistent and compliant student information management solution. Not only will the SSIS cost LEAs less than current solutions, but it will make feature-rich technology accessible to LEAs of all sizes and locations. The AELAS Business Case found that the LEAs that can least afford it are carrying more of the load. Smaller LEAs, which comprise of 18 percent of all students, have been paying 46 percent of all costs. However, now the low annual licensing fee structure of \$10/student for the first year and \$6.50/student per year thereafter includes support from ADE, a secure hosted environment and free training.

Recommendation to the Board

This item is presented to the Board for information only, and no action is requested.

Arizona's Education Transformation



Presented to:
Arizona Board of Education
October 27, 2014

Mark T. Masterson
Chief Information Officer

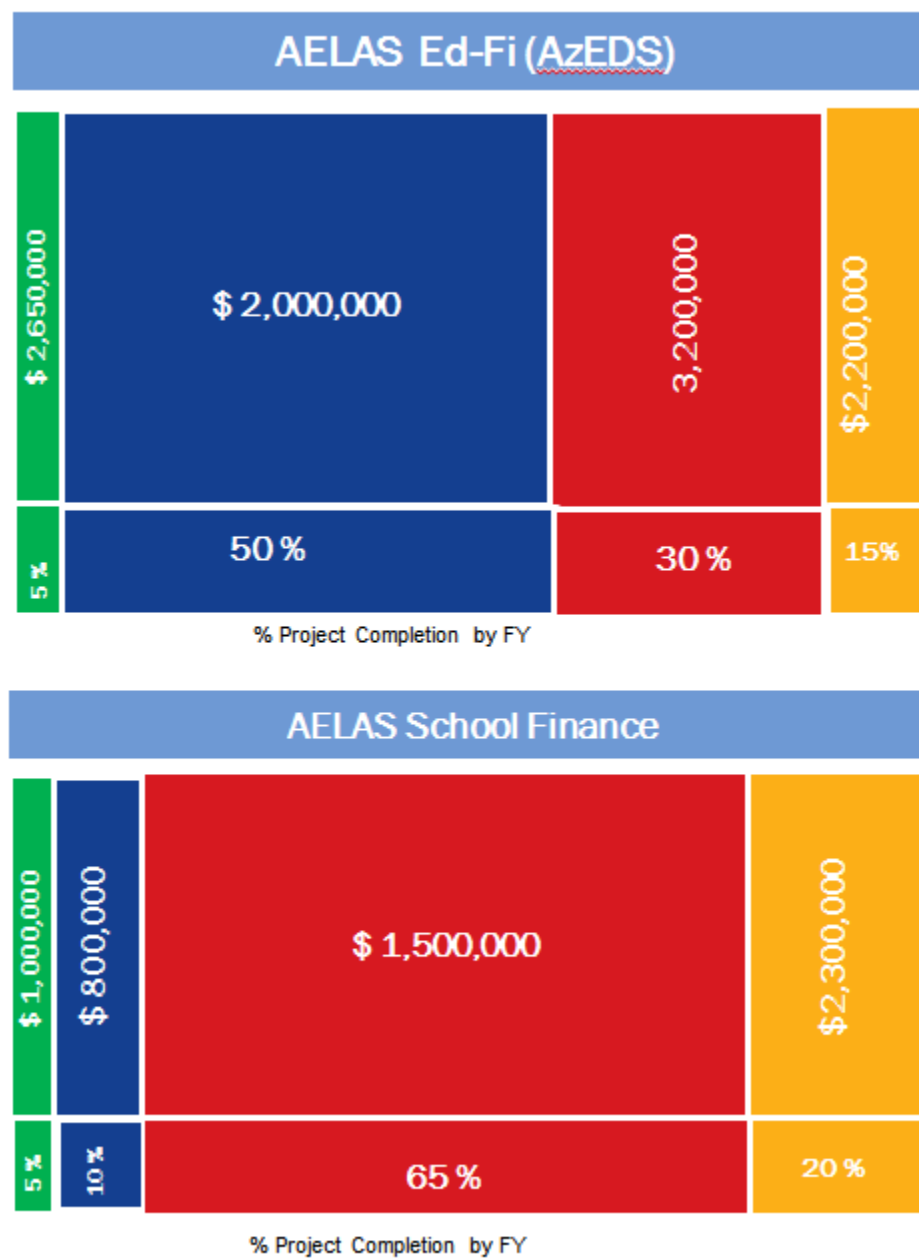
Quarterly monitoring

- WestEd/CELT contract continued
 - Quarterly monitoring and reporting
- Site visit conducted September 17-19
 - Observed AELAS Education Transformation Steering Committee meeting
 - Attended AELAS presentation during ASCUS quarterly board meeting
 - Project audits and team interviews

AZDash updates

- AZDash has received national recognition
 - US Department of Education named AZDash as model for its SLDS grant program
 - Researchers rank AZReportCards.com as top three for information and ease of use
- 30 interactive dashboards available to 424 LEAs, with 230 receiving personalized training
- 600 LEAs have direct access to new services via ADEConnect

SAIS Replacement



Green = FY 2013
 Blue = FY 2014
 Red = FY 2015
 Yellow = FY 2016

SAIS Student replacement updates

- AzEDS Release 1 complete
 - 1 vendor complete and undergoing certification
 - Release 2 underway
- Starting July 1, 2015, ADM calculations and payments will be based on AzEDS
 - All charter calculations and payments will be based on AzEDS for FY16

SAIS School Finance replacement updates

- Completed automating Classroom Site Fund calculations
 - Reduced processing time from 8 hours to 20 minutes
 - No interruption to LEAs
- Instructional Improvement Funds calculations will be automated by December
 - Will reduce processing time from 8 to 6 hours
- Work on Aggregation and Limiting will begin in December

Opt-In SIS RFP process

- RFP released in January 2014
 - Evaluation of responses
 - January – May 2014
 - Evaluation committee met twice/week, 8 hours a day
- RFP contained detailed narrative responses
 - 51 areas of functionality
 - Attendance, grading, discipline, parent/student portal, Gradebook, AZ state reporting (JTED, CTE, AOI)
 - 15 areas of system capability
 - Software infrastructure, application audit, graphical user interface (GUI), usability

SSIS awarded to Edupoint Synergy®

- Great functionality with a predictable flat per-student rate
- Licensed use of Synergy® with transparent and affordable price structure
- ADE provides direct support to all LEAs and users
- Software and data is hosted in a secure environment
 - LEAs will not need to maintain a server infrastructure
 - All services are web-accessible
- ADE manages the contract
 - 10-year contract to give stability and confidence
 - Procured through state to streamline LEA procurement process

Why Synergy®?

- Product with the most functionality for the least price
 - Only vendor able to meet all 51 functionality requirements AND all 15 system capabilities
- Core functions are easiest to customize
- Arizona company with track record of success meeting Arizona's needs
- Fully integrated system
 - A student is a student is a student no matter what module
- Modules add on with ease

Core modules and base price

Scenario	Year 1 Cost	Year 2-10 Cost
New Customer	\$10/student	\$6.50/student/year
Current Synergy® Customer	\$6.50/student	\$6.50/student/year
3rd-Party Module/Application Connection (e.g. Transportation, Food Service, etc.)	\$600/application – one-time cost* <i>*Full data integration of third-party applications/modules may require additional fees.</i>	

- School Office Administration
- TeacherVUE™ Gradebook
- ParentVUE™ Web Portal
- StudentVUE™ Web Portal
- Scheduling
- Querying and Reporting
- AZ State Reporting



FY 2015 BUDGET UPDATE

FY 2015 education transformation goals

- Continue Program Support Office to ensure projects and funds are managed appropriately
- Stabilize ADE Production Services to ensure users have reliable access to data system
- Achieve 80% of SAIS replacement
 - Student Information 85% complete (up from 55% in FY 2014)
 - School Finance 80% complete (up from 15% in FY 2014)
- Complete SLDS rollout with secure access to all LEAs statewide
- Offer systems to more LEAs to redirect technology dollars back into the classroom
 - Opt-In Student Information System
 - Teacher and Learning Tools

FY15 year to date spending

PROJECT NAME	FY 15 Planned	YTD Actuals	Accomplishments
Program Support Office (PSO)	\$ 1,500,000	\$ 71,815	<ul style="list-style-type: none"> Conducted Project Review meetings and created Project Review Scorecard Assisted with PIJ creation and review for ADOA ASET and JLBC review Maintained Master Project Schedule in MSProject
Production Services	\$ 2,200,000	\$ 234,945	<ul style="list-style-type: none"> Implemented a load balancer to increase network availability f Reviewing enhanced data backup systems
AELAS School Finance	\$ 1,500,000	\$ 66,104	<ul style="list-style-type: none"> Design for automating IIF payments process nearly complete to reduce processing time Preliminary work begun on Aggregation and Limiting
AELAS Ed-Fi (AzEDS)	\$ 3,200,000	\$ 0	<ul style="list-style-type: none"> Release 1 complete with 1 vendor ready to certify Began implementation on second set of student-level data transactions for Release 2
AELAS AZ Dash (SLDS)	\$ 2,350,000	\$ 113,460	<ul style="list-style-type: none"> Enabled 320 LEAs to securely access ADE applications such as AZDASH using roles based access control. US Department of Education named AZDash as model for its SLDS grant program Researchers rank AZReportCards.com as top three for information and ease of use 30 interactive dashboards available to 424 LEAs, with 230 receiving personalized training 600 LEAs have direct access to new services via ADEConnect
AELAS Opt-in SIS/Teacher and Learning	\$ 1,250,000	\$ 25,770	<ul style="list-style-type: none"> Contract awarded 7/11/2014 Build Learning Management System cost recovery models and pricing for Phases 1 and 2 Develop implementation plans for expanding the use of the AELAS Opt-In tools to new LEAs
TOTAL Appropriation	\$ 12,000,000	\$ 512,094	

Thank You



Contact

Mark T. Masterson

Chief Information Officer

(602) 542-0804

Mark.Masterson@AZED.gov

EXECUTIVE SUMMARY

Issue:	Presentation and Discussion Regarding Proposed Amendments to R7-2-604 through R7-2-604.04 Related to Professional Preparation Programs
---------------	--

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

ARS§15-203(A)(14) requires the State Board of Education to supervise and control the certification of teachers. The law requires the rules adopted by the Board to “allow a variety of alternative teacher and administrator preparation programs” and outlines specific requirements to be considered. Arizona State Board rules R7-2-604 through R7-2-604.04 outline the requirements of and procedures for programs seeking approval of professional preparation programs.

At its April 30, 2014 meeting, the Board's Certification Advisory Committee approved proposed amendments to R7-2-604 professional preparation programs. These proposed amendments allow for inclusion, consistency, clarity, and transparency of processes and criteria for professional preparation program review and State Board of Education approval.

Stakeholder input was sought from professional preparation institutions through quarterly meetings and throughout the process of reviewing professional preparation programs. Superintendent, principal and recent completer feedback was compiled and considered in determining the proposed amendments.

In addition to stakeholder involvement in the revision process, the professional preparation program review process has been aligned to the agency's adopted strategic goals and vision.

Pursuant to the Board's rulemaking procedures, a public hearing was held on July 16, 2014 after the rule was opened at the June 23, 2014 Board meeting. Modifications recommended by oral and written comments received by staff, were incorporated into the document. These changes include clarifying language, streamlining of the definitions and more specific professional preparation program evaluation criteria. In addition, stakeholder committees responsible for providing input in the development of guidance documents to proposed Rule changes have been informed of the feedback and subsequent changes have been proposed. The revised version was presented to the Board at its August 25, 2014 meeting as an information-only item with changes highlighted in yellow.

Pursuant to the Board's rule making procedures a public hearing was held on September 15, 2014. The oral and written feedback warranted the additional changes to the proposed Rule. The attached version incorporates suggested changes highlighted in

Contact Information:

Todd Petersen, Deputy Associate Superintendent, Educator Excellence Section
Cecilia Johnson, Associate Superintendent, Highly Effective Teachers and Leaders

green, which were presented to the Board at its September 22, 2014 meeting. The next public hearing was conducted on October 22nd, 2014.

Recommendation to the Board

The Board close rulemaking record and adopt proposed amendments to Rules R7-2-604 through R7-2-604.4 regarding professional preparation programs

ARTICLE R7-2-604. **PROFESSIONAL EDUCATOR** PREPARATION PROGRAMS

R7-2-604. Definitions

In R7-2-604 through ~~R7-2-604.02~~ **R7-2-604.04**, unless the context otherwise requires:

1. "Accreditation" means a professional preparation institution's recognition by a national or regional agency or organization acknowledged for meeting identified standards or criteria.
- ~~1-2.~~ "~~Annual Report~~Biennial report" means a report submitted ~~yearly~~ every two years to the Department by all Arizona State Board approved professional preparation institutions of higher education for each approved educator preparation program.
3. "Biennial status letter" means correspondence issued by the Department to the professional preparation institution within 30 days upon completion of the review of the biennial report, indicating the status of the educator preparation program(s).
- ~~2-4.~~ "Board approved program ~~Approved Program~~" means a course of study, that is approved by the Board and meets ~~the state's standards~~ all relevant standards for ~~early childhood, elementary, secondary and special education~~ teachers, administrators, school guidance counselors, ~~and~~ or school psychologists.
- ~~3-5.~~ "Capstone ~~experience~~Experience" means a culminating professional experience in a PreK-12 setting. This experience may include student teaching or internships in administration, administrative internships, counseling, practicum and internships, and or school psychology, internships, or alternative path preK-12 teaching.
6. "Educator preparation program" means a traditional or alternative educator preparation program. Either type of program shall include courses, seminars, or modules of study; field experiences; and capstone experiences for preparing PreK-12 teachers,

administrators, school guidance counselors, and school psychologists for an institutional recommendation for an Arizona certificate.

~~4-7.~~ "Field ~~experience~~Experience" means scheduled, directed, structured, supervised, frequent experiences in a PreK-12 setting that occurs prior to the capstone experience. Field experiences must assist educator candidates in developing the knowledge, skills, and dispositions necessary to ensure all students learn, and provide evidence in meeting standards described in the Board approved professional teaching standards or professional administrative standards, and relevant Board approved academic standards.

~~5-8.~~ "Institutional ~~recommendation~~Recommendation" means a form developed by the Department and issued by a professional preparation institution, that indicates an individual has completed a Board approved educator preparation program.

~~6. "Institutional Report" means a report issued by the review team that cites evidence of compliance with or deviation from each standard that applies to the institution's program. The report may include accommodations, recommendations, and areas of improvement.~~

~~7. "Low Performing Institutions" mean Board approved teacher preparation institutions where less than 75% of program completers successfully completed the professional knowledge portion of the Arizona Teacher Proficiency Assessment on their first attempt as reported in Title II of the Higher Education Act. When a candidate has attended more than one institution, performance on the proficiency assessment shall be attributed to the institution where the student teaching was successfully completed.~~

~~8. "National Accreditation" means accreditation by a national agency that is recognized by the U.S. Secretary of Education. The Department shall publish a list of these agencies on its web site.~~

9. "Internship" means significant opportunities for candidates to practice and develop the skills identified in relevant state and national standards as measured by substantial and sustained work in real settings, appropriate for the certificate the candidate is seeking, performed under the direction of a supervising practitioner and a program supervisor.

9-10. "National ~~standards~~Standards" means written expectations for meeting a specified level of performance that are established by, but not limited to, the following organizations:

Council for Accreditation of Counseling and Related Education Program (CACREP), Council for the Accreditation of Educator Preparation (CAEP), Council for Exceptional Children. (CEC), Educational Leadership Constituent Counsel (ELCC), Interstate New Teacher Assessment and Support Consortium (INnTASC), Interstate School Leaders Licensure Consortium (ISLLC), National Educational Technology Standards (ISTE-NETS), National Association for the Education of Young Children (NAEYC), National Association of School Psychologists (NASP-~~or~~), National Council for Accreditation of Teacher Education (NCATE) or Teacher Education Accreditation Council (TEAC).

10. ~~"Program" means a course of study and school-based experiences for preparing PreK-12 teachers, administrators, school guidance counselors, and school psychologists. These courses and school-based experiences shall lead to a recommendation for an Arizona teaching, administrator, school guidance counselor, or school psychologist certificate.~~

11. ~~"Regional Accreditation" means accreditation by a regional agency that is recognized by the U.S. Secretary of Education. The Department shall publish a list of these agencies on its web site.~~ "Probationary educator preparation program" means a program with at least one deficiency identified in the biennial status letter issued by the Department, as a result of a Department review of the biennial report. Programs with the same deficiency(s) in

two consecutive biennial status letters are subject to revocation of Board approval. A

deficiency may include, but is not limited to, stakeholder surveys, completer data and student achievement data.

12. "Student teaching" means a sustained period of rigorous field-based experiences, performed under the supervision of a certified teacher and an institutional program supervisor. The student teaching placement must be appropriate for the certification that the applicant is seeking. "Professional preparation institutions" means organizations that include, but are not limited to, universities and colleges, school districts, not for profit organizations, professional organizations, private businesses, charter schools, and regional training centers that oversee one or more educator preparation programs.

13. "Program completer" means a student who has met all the professional program institution's requirements of a Board approved educator preparation program necessary to obtain an institutional recommendation.

14. "Program supervisor" means an educator from the professional preparation institution under whose supervision the candidate for licensure practices during a capstone experience. The program supervisor's professional work experiences must be relevant to the license the candidate is seeking. Program supervisors must also have adequate training from the professional preparation institution.

15. "Review Team" means a committee appointed by that reviews educator preparation programs seeking Board approval that consists of representatives from the Department that shall review professional preparation programs seeking Board approval and provide recommendations to the Board. The committee shall consist of representatives from an and at least three of the following entities: an institutions under the jurisdiction of the

Arizona Board of Regents Institutions, ~~an~~ Arizona private institutions ~~institution~~ of higher education, ~~an~~ Arizona community ~~college~~colleges, other organizations with a Board approved educator preparation program, the Arizona Education Association, professional educator associations, a district level administrator from a local education agency PreK-12 administrators from local education agencies, and a National Board Certified Teachers Teacher, and the Department.

14. The organizations cited in R7-2-604, R7-2-604.01 and R7-2-604.02 are as follows:

a. "CACREP" means the Council for Accreditation of Counseling and Related Education Program.

b. "CEC" means the Council for Exceptional Children.

c. "INTASC" means the Interstate New Teacher Assessment and Support Consortium.

d. "ISLLC" means the Interstate School Leaders Licensure Consortium.

e. "ISTE-NETS" means the National Educational Technology Standards.

f. "NAEYC" means the National Association for the Education of Young Children.

g. "NASP" means the National Association of School Psychologists.

h. "NCATE" means the National Council for Accreditation of Teacher Education.

16. "Student teaching" means a minimum of twelve weeks of rigorous field-based experiences, appropriate for the certificate the candidate is seeking, performed under the direction of a supervising practitioner and a program supervisor. The student teaching placement must be appropriate for the certification that the applicant is seeking.

17. "Supervising practitioner" means a standard certified educator, currently employed by a local education agency, private agency or other PreK-12 setting who supervises the candidate during a capstone experience. Supervising practitioners must have:

a. a minimum of three full years of experience relevant to the license the candidate is seeking.

b. a current classification of highly effective or effective pursuant to §15-203(A)(38) when applicable.

c. adequate training from the professional preparation institution.

R7-2-604.01. Professional Educator Preparation Programs

A. Professional preparation institutions ~~may shall~~ include, ~~but are not limited to~~, universities and colleges, school districts, professional organizations, private businesses, charter schools, and regional training centers. ~~At a minimum, the professional~~ evidence that the educator preparation program is aligned to shall include training in the standards described in R7-2-602 and R7-2-603 the Board approved professional teaching standards or professional administrative standards and relevant national standards, and provides field experiences, and a capstone experience, and alignment with national standards.

B. Educator preparation programs of professional preparation institutions requesting Board approval shall be reviewed by the Department, and the Department shall recommend Board action. Upon the recommendation of the Department, the ~~The~~ Board shall evaluate and may approve an educator ~~the professional preparation programs of institutions which request Board approval.~~ R7-2-604, R7-2-604.01 and R7-2-604.02 apply to all professional preparation programs in teacher, administrator, school guidance counselor, and school psychology programs that lead to certification. The Board may grant program approval for a period not to exceed ~~five~~ six years.

C. All educator preparation programs that lead to an Arizona certification must be approved by the Board pursuant to these rules. Board approval of ~~professional~~ educator preparation

programs may be granted following the successful evaluation of the program. Board rules in effect at the time of the submission of a program for evaluation shall be the rules upon which the ~~institution~~ educator preparation program is evaluated.

R7-2-604.02. Professional Educator Preparation Program Approval Procedures

A. ~~Institutions~~ Professional preparation institutions with no Board approved educator preparation programs, seeking initial approval for an educator ~~professional~~ preparation program approval shall submit to the Department the information necessary to conduct a preliminary readiness review of the professional preparation ~~program~~ institution. The Department shall prescribe forms to assist professional preparation institutions with providing all information required as part of the preliminary readiness review process. The required information, ~~at a minimum, shall include~~ includes the following:

1. An institutional profile ~~that includes information regarding the type of institution demonstrating program and financial stability, a description of the educator preparation program seeking approval, the type of approval being requested, any a listing of national or regional accreditations held by the program, the institution's governance and administrative structures and student demographic data. A program that is not regionally accredited by a Board recognized entity shall provide the Department with the necessary information to demonstrate program sustainability. This shall include a description of the institution's facilities, relevant equipment and supplies, student support services, access to library resources and technology, and evidence of financial stability.~~
2. A description of the institution's conceptual framework. This shall include an explanation of the professional preparation institution's vision, mission, philosophy and goals, and a

~~description of. It should also describe~~ how this **framework information** is shared with students, ~~faculty~~ **relevant** staff and other relevant stakeholders.

3. Data regarding the professional preparation institution's relevant staff, including the following faculty. ~~This shall include:~~

- a. Demographic data relating to the ~~faculty~~ **relevant** staff for each educator preparation program seeking approval, including, at a minimum, educational. ~~This data shall include the number with terminal degrees, the faculty staff to student ratio, and the percentage of faculty members with experience teaching in a PreK-12 setting, and, if available, may also include ethnicity and gender data if available.~~
- b. Definitions of titles and clarification of roles of terms used by the institution to ~~describe~~ individuals responsible for professional coursework, clinical supervision courses, seminars, or modules of study; field experiences; capstone experiences; and administration of each program.
- c. A description of the professional preparation institution's employment policies, including procedures for determining ~~faculty~~ staff assignments, evaluation procedures and professional development opportunities and requirements.

- B. The Department shall provide professional preparation institutions **applying for program approval with** written notification, within 60 days of receiving readiness review materials, **either** indicating **readiness to submit educator preparation programs for review or specifying any deficiencies**, ~~whether all necessary information has been submitted to complete the preliminary review process. If additional information is required the written notice shall specify the deficiencies and indicate that the~~**The** institution has 30 days from

receipt of the notice to supply the Department with all required information regarding identified deficiencies.

C. ~~Upon verification that an institution has satisfied the submittal requirements for the preliminary review, the~~ The Department shall initiate a review of the specific educator preparation programs being considered for Board approval. The Department shall prescribe forms to assist institutions with providing all information required as part of the educator preparation programs review. Professional Preparation Institutions with accreditation may submit accreditation documentation to be considered as part of the review process. To facilitate this review, institutions shall provide the Department with the following:

1. ~~Provide the Department with a~~ A description of the educator preparation programs ~~program~~ being considered for Board approval. This shall include, at a minimum, the criteria for student entry into the program; a summary of the program ~~course~~courses, seminars, or modules of study; field experiences; and capstone experiences. The professional preparation institution must verify that it requires courses, seminars, or modules of study sequence, descriptions of all required courses, and verification that the program requires courses that are necessary to obtain a full Structured English Immersion endorsement if required for the certificate the candidate is seeking.
2. ~~Provide the Department with a~~ A description of the field experience and capstone experience policies for the educator preparation programs being considered for Board approval. The review team shall verify that the field experience ~~or~~ and capstone experience includes evidence of engagement in the application of ~~complies with~~ relevant standards as articulated in ~~R7-2-602 or R7-2-603~~ the Board approved professional

teaching standards or professional administrative standards and relevant national standards. Educator preparation Pprograms applying for approval in school psychology and guidance counseling shall only be required to demonstrate compliance with applicable national standards.

3. Evidence that candidates are provided instruction and practice in how to gather, evaluate, and synthesize multiple data sources and how to effectively use data in educational and classroom instructional decisions.

4. Provide the Department with evidence that candidates are provided instruction and practice in how to appropriately integrate technology when working with students.

- 4.5. ~~Provide the Department with a~~ A description of the assessment plan for measuring each candidate's competencies as they progress through in coursework courses, seminars, or modules of study and field experienceexperiences to ensure readiness for a capstone experience. The plan shall require, at a minimum, that candidates demonstrate competencies as articulated in ~~R7-2-602 or R7-2-603~~ the Board approved professional teaching standards or professional administrative standards, relevant Board approved academic standards, and relevant national standards. The plan shall also describe processes for utilizing performance-based assessments and for providing candidates with necessary remediation. Programs applying for approval in school psychology and guidance counseling shall only be required to demonstrate compliance with ~~applicable~~ relevant national standards.

- 5.6. ~~Provide the Department with a~~ A description of the procedures used to monitor and evaluate the operation, scope and quality of the educator preparation program being considered for approval. This shall include the use of internal and external evaluations,

and may include stakeholder surveys, program completer employment information, and PreK-12 student achievement data. ~~The institutions shall also submit to the Department data relating to program graduates.~~

6.7. ~~Provide the Department with a~~ An educator preparation program matrix matrices demonstrating that program ~~coursework~~ course, seminar, or module assessments, field experiences and capstone experiences ~~align with relevant standards as articulated in R7-2-602 or R7-2-603~~ measure candidates' success in meeting the Board approved professional teaching standards or professional administrative standards, and relevant with applicable national standards. ~~Programs~~ Educator preparation programs applying for approval in school psychology and guidance counseling shall only be required to demonstrate compliance with ~~applicable~~ relevant national standards.

D. ~~Upon completion of the program review, the review team shall schedule and conduct an onsite visit.~~ The Department may schedule and conduct an onsite visit upon completion of the educator preparation programs review for professional preparation institutions seeking initial approval. The onsite visit may include, a tour of the professional preparation institution; a review of documentation and related evidence; and interviews of administrative-relevant staff, faculty, students-educator candidates, and local education agency, private agency or other PreK-12 administrators who employ program completers.

E. Upon completion of the review, and onsite review if applicable, the ~~review team~~ Department shall, within 90 days, provide the professional preparation institution with a program report of the Department's ~~its~~ findings. This report shall cite any evidence showing deviation from each relevant standard Board approved professional teaching standard, professional administrative standard, and relevant national standard that applies

to the educator preparation program~~institution's programs~~. The professional preparation
institution shall have 30 days from receipt of the ~~review team's findings~~ Department's
program report to submit a response addressing ~~the findings~~ any identified deficiencies.

F. Based upon ~~its findings~~ the Department's program report, the ~~review team~~ Department
shall recommend to the Board that the educator preparation program be approved;
~~approved with conditions~~ or denied. ~~The Board may grant program approval for a period~~
~~not to exceed five years.~~

G. The Board may grant educator preparation program approval for a period not to exceed
six years or deny program approval.

H. Within 60 days of the Board's action, a professional preparation institution ~~An institution~~
may request reconsideration of the Board's decision to deny an educator preparation program.
~~If a program is ultimately denied program approval the institution may not reapply for~~
~~approval for a period of one year from the date of the Board's final action.~~

~~H.I.~~ Professional preparation institutions ~~Institutions~~ with Board approval shall make available
to the public a statement indicating ~~the type of approval it has been granted and the valid~~
~~period for that approval~~ which the educator preparation program has been approved.

~~I.J.~~ Board approved Professional preparation institutions with Board approved educator
preparation programs shall comply with the reporting requirements established by Title II of
the Higher Education Act (P.L. 110-315).

~~J.K.~~ Each approved professional preparation institution shall ~~file~~ submit ~~an annual~~ a biennial
report with the Department documenting educator preparation program activities for the
previous ~~year~~ two years. ~~The annual report shall be submitted on the yearly due date~~

established by Title II of the Higher Education Act (P.L. 110-315) for the institutional report.

The ~~annual~~ biennial report shall include the following:

1. A description of any substantive changes in courses, seminars, modules, assessments, field experiences or capstone experiences in ~~to~~ Board approved educator preparation programs;
2. A copy of the ~~current institutional catalog~~; Electronic access to relevant educator preparation program information;
3. The name, title and original signature of the certification officer for the professional preparation institution;
4. ~~Program~~ Relevant data on the educator preparation program, faculty relevant staff, and candidates, ~~data~~ which may include, but is not limited to, stakeholder surveys, completion data, and student achievement data required as a condition of initial or continuing program approval.

L. The Department shall provide annual updates to the Board and make publically available information summarizing the biennial reports to include, but not limited to, program status, deficiencies, and commendations.

~~K. M.~~ Board approved educator preparation programs shall provide their program ~~graduates~~ completers with an institutional recommendation for issuance of the appropriate Arizona certification within 45 days.

L. N. To maintain Board educator preparation program approval, the professional preparation institution shall be in continuous operation and training ~~students~~ candidates in accordance with its mission and program objectives, fulfill all reporting requirements, and maintain compliance with all applicable local, state, tribal and federal requirements.

M.O. ~~The Department shall administer two cycles per year for the review of applications for provide a timeline for professional preparation institutions to submit educator preparation programs for approval. One cycle shall commence in January and the other cycle in July. To be eligible for either cycle an institution must submit all required preliminary review documentation by either January 15 or July 15.~~

NP. ~~Professional preparation I~~institutions seeking renewal of educator preparation program approval shall submit the required preliminary documents for review ~~documentation by the deadline for a review cycle that commences at least one year prior to the expiration date of the approved program.~~at least six month prior to the program expiration date.

R7-2-604.03 Alternative Professional Educator Preparation Programs

A. Professional Preparation Institutions that submit an alternative educator preparation program(s) for Board approval must adhere to R7-2-604.01.~~Alternative professional preparation institutions may include, but are not limited to, universities and colleges, school districts, professional organizations, private businesses, charter schools, and regional training centers. At a minimum, the professional preparation program shall include training in the standards described in R7 2 602 and R7 2 603, a capstone experience, and alignment with national standards.~~

B. ~~The Board shall evaluate and may approve the alternative professional preparation programs of applicants which request Board approval. Rules R7 2 604, R7 2 604.03 and R7 2 604.04 apply to all alternative professional preparation programs in teacher, administrator, school guidance counselor, and school psychology programs that lead to certification. The Board may grant program approval for a period not to exceed seven years.~~

~~C. Board approval of alternative professional preparation programs may be granted following the successful evaluation of the program. Board rules in effect at the time of the submission of a program for evaluation shall be the rules upon which the institution is evaluated.~~

R7-2-604.04 Alternative Professional Educator Preparation Program Approval Process

~~A. The Board shall establish a review committee for the purpose of evaluating all complete applications for alternative professional preparation program approval. The committee shall be comprised of seven members and may include representatives from the Board, the Department, higher education, local school districts, charter schools or the local business community. Professional Preparation Institutions that submit an alternative educator preparation program(s) for Board approval must adhere to R7-2-604.02, except that individuals participating in or completing Board approved alternative educator preparation programs as delineated in this section may apply for a teaching intern certificate, pursuant to R7-2-614(E), and may complete their field experience and capstone experiences during the valid period of their teaching intern certificate.~~

~~B. Applicants seeking professional preparation program approval shall submit to the Department the information necessary to conduct a review of the preparation program. The Department shall prescribe forms to assist applicants with providing all information required as part of the review process. The required information shall include the following:~~

- ~~1. A profile that includes information regarding the type of organization seeking approval, the type of approval being requested.~~
- ~~2. A description of the organization's conceptual framework. This shall include an explanation of the applicant's vision, mission, philosophy and goals.~~

3. ~~The criteria for student entry into the program, a summary of the program course sequence or alternative program/course of study, descriptions of all required courses, or alternative program/course of study, and verification that program graduates possess a bachelor's degree from an accredited institution and have completed the training necessary to obtain a Structured English Immersion endorsement.~~
4. ~~Data regarding the institution's faculty or personnel. This shall include demographic data relating to the faculty and/or personnel for each program seeking approval.~~
5. ~~A description of the field experience and capstone experience policies for the program being considered for Board approval. The review committee shall verify that the field experience or capstone experience complies with relevant standards as articulated in R7-2-602 or R7-2-603 and relevant national standards. Individuals enrolled in an approved alternative professional preparation program may complete their field experiences or capstone experiences during the valid period of their intern certificates. Programs applying for approval in school psychology and guidance counseling shall only be required to demonstrate compliance with applicable national standards.~~
6. ~~A description of the assessment plan for measuring competencies in coursework and field experience. The plan shall require, at a minimum, that candidates demonstrate competencies as articulated in R7-2-602 or R7-2-603 and relevant national standards. Programs applying for approval in school psychology and guidance counseling shall only be required to demonstrate compliance with applicable national standards.~~
7. ~~A description of how this program will align with relevant standards as articulated in R7-2-602 or R7-2-603 and with applicable national standards. Programs applying for~~

~~approval in school psychology and guidance counseling shall only be required to demonstrate compliance with applicable national standards.~~

- ~~C. The Department shall provide applicants for program approval with written notification indicating whether all necessary information has been submitted to complete the review process. If additional information is required the written notice shall specify the deficiencies and indicate that the institution has 30 days from receipt of the notice to supply the Department with all required information.~~
- ~~D. Upon verification that an applicant has satisfied the submittal requirements for the review, the Department shall inform the executive director for the Board that the application is complete. The executive director shall schedule a meeting of the review committee described in subsection (A) to review the application and prepare a recommendation for the Board. The review committee shall evaluate each program on identical criteria, as directed by the Board. The evaluation shall permit variations in program design.~~
- ~~E. The review committee may request additional information from an applicant if it determines that such information is necessary to complete an evaluation.~~
- ~~F. Upon completion of the review, the review committee shall, within 90 days, provide the applicant with a report of its findings. The institution shall have 30 days from receipt of the review team's findings to submit a response addressing the findings.~~
- ~~G. Based upon the findings, the review team shall recommend to the Board that the program be approved, approved with conditions or denied. The Board may grant program approval for a period not to exceed seven years.~~

- ~~H. An applicant may request reconsideration of the Board's decision. If a program is ultimately denied approval the applicant may not reapply for approval for a period of one year from the date of the Board's final action.~~
- ~~I. Applicants with Board approval shall make available to the public a statement indicating the type of approval it has been granted and the valid period for that approval.~~
- ~~J. Each approved applicant shall file an annual report with the Department documenting program activities for the previous year.~~
- ~~K. Individuals participating in or completing Board approved programs as delineated in this Section may apply for a Teaching Intern Certificate, pursuant to R7-2-614(E).~~
- ~~L. To maintain Board program approval the organization shall be in continuous operation and training students in accordance with its mission and program objectives, fulfill all reporting requirements, and maintain compliance with all applicable local, state, tribal and federal requirements. The Department shall provide the Board with an evaluation of the program's effectiveness. This evaluation shall include available data pertaining to the academic achievement of those students taught by program graduates.~~
- ~~M. The Department shall administer two cycles per year for the review of applications for program approval. One cycle shall commence in January and the other cycle in July. To be eligible for either cycle an applicant must submit all required preliminary review documentation by either January 15 or July 15. The Department may establish additional application cycles at its discretion and as resources permit.~~
- ~~N. Applicants seeking renewal of program approval shall submit the required preliminary review documentation by the deadline for a review cycle that commences at least one year prior to the expiration date of the approved program.~~

EXECUTIVE SUMMARY

Issue:	Presentation, Discussion and Consideration to initiate rulemaking procedures for proposed amendments to rules R7-2-607 and R7-2-610 pertaining to Secondary teachers.
---------------	---

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

A.R.S.§15-203.A(14) Authorizes the State Board to supervise and control the certification of educators. Board rule R7-2-610 outlines the Secondary Teaching Certificate requirements. The Secondary Certificate allows a teacher to teach single subjects in grades 7-12. Many Arizona schools have middle grade configurations which represent grades 6-8. The current grade level designation for the Secondary Certificate is problematic for school districts in staffing their Middle Grade schools. The proposed amendment would allow a person holding a Secondary Certificate to teach single subjects in grades 6-12, which should address staffing issues raised by the field.

The General Certification Provisions in R7-2-607 requires teachers whose primary assignment is in a single subject required in the minimum course of study to demonstrate proficiency in the academic subject. Proposed changes to the requirement for Secondary Certificate suggest that R7-2-607 should also be amended to ensure any teacher in grades 6-12 teaching single subjects, required in the minimum course of study (R7-2-301 and R7-2-302) to demonstrate proficiency.

Review and Recommendation of State Board Committee

The Certification Advisory Committee met on October 1, 2014 and voted unanimously to recommend the Board adopt the proposed modifications to R7-2-607 and R7-2-610.

Recommendation to the Board

It is recommended that the Board initiate rulemaking procedures for proposed amendments to rules R7-2-607 and R7-2-610 pertaining to Secondary teachers.

Contact Information:

Todd Petersen, Deputy Associate Superintendent, Educator Excellence Section
Cecilia Johnson, Associate Superintendent, Highly Effective Teachers and Leaders

R7-2-607. General Certification Provisions

- A. The evaluation to determine qualification for certification shall not begin until an institutional recommendation or application for certification and official transcripts, and the appropriate fees have been received by the Department. Course descriptions, verification of employment, and other documents may also be required for the evaluation.
- B. The effective date of a new certificate shall be the date the evaluation is completed by the Department. The effective date of a renewed certificate shall be the date the evaluation for renewal is completed by the Department.
- C. All one-year certificates shall expire one year from the date of issuance. All certificates issued for more than one year shall expire on the date of issuance in the year of expiration.
- D. If an applicant has not met all the requirements for the certificate or endorsement at the time of evaluation, the applicant shall have a maximum of 60 days to complete those requirements and request re-evaluation.
- E. Only those degrees awarded by an accredited institution shall be considered to satisfy the requirements for certification.
- F. Professional preparation programs, courses, practica, and examinations required for certification shall be taken at an accredited institution or a Board-approved teacher preparation program.
- G. Only those courses in which the applicant received a passing grade or credit shall be considered to satisfy the requirements for certification.
- H. All certificates issued by the Board before the effective date of this Article are considered to have been issued in conformance with these rules.

- I. The Board shall issue a comparable Arizona certificate, if one has been established by R7-2-608, R7-2-609, R7-2-610, R7-2-611, R7-2-612, or R7-2-613, and shall waive the requirements for passing the comparable professional knowledge, subject knowledge, and performance portions of the Arizona Teacher Proficiency Assessment, to an applicant who holds current comparable certification from the National Board for Professional Teaching Standards.
- J. Teachers in grades ~~seven through 12~~ six through 12 whose primary assignment is in an academic subject required pursuant to R7-2-301, R7-2-302, R7-302.01 and R7-302.02 shall demonstrate proficiency by passing the appropriate subject area portion of the Arizona Teacher Proficiency Assessment. The subject areas of demonstrated proficiency shall be specified on the certificate. If a proficiency assessment is not offered in a subject area, an approved area shall consist of a minimum of 24 semester hours of courses in the subject.
- K. If a language assessment is not offered through the Arizona Teacher Proficiency Assessment, a passing score on a nationally accredited test of a foreign language approved by the Board may demonstrate proficiency of that foreign language in lieu of the 24 semester hours of courses in that subject.
- L. A teacher's language proficiency in a Native American language shall be verified by a person, persons, or entity designated by the appropriate tribe in lieu of the 24 semester hours of courses in that subject.
- M. Teachers of homebound students shall hold the same certificate that is required of a classroom teacher.
- N. Fingerprint clearance cards shall be issued by the Arizona Department of Public Safety.

O. A person who surrenders their teaching certificate for any reason shall not submit an application for certification with the Board for a period of five years. A person re-applying after the five-year ban must apply under the current rules at the time of re-application.

DRAFT

R7-2-610. Secondary Teaching Certificates

A. Except as noted, all certificates are subject to the general certification provisions in R7-2-607 and the renewal requirements in R7-2-619.

B. Provisional Secondary Certificate - ~~grades seven through 12~~ grades six through 12

1. The certificate is valid for three years and is not renewable but may be extended as set forth in R7-2-606(H) or (I).
2. The requirements are:
 - a. A bachelor's degree,
 - b. One of the following:
 - i. Completion of a teacher preparation program in secondary education from an accredited institution or a Board-approved teacher preparation program, described in R7-2-604; or
 - ii. Thirty semester hours of education courses which teach the knowledge and skills described in R7-2-602, including at least eight semester hours of practicum in ~~grades seven through 12~~ six through 12. Two years of verified teaching experience in ~~grades seven through postsecondary~~ six through postsecondary may substitute for the eight semester hours of practicum; or
 - iii. A valid secondary certificate from another state.
 - c. A passing score on one or more subject knowledge portions of the Arizona Teacher Proficiency Assessment;
 - d. A passing score on the professional knowledge portion of the Arizona Teacher Proficiency Assessment; and
 - e. A valid fingerprint clearance card issued by the Arizona Department of Public Safety.

C. Standard Secondary Certificate - ~~grades seven through 12~~ six through 12

1. The certificate is valid for six years.

2. The requirements are:

a. A provisional secondary certificate;

b. A passing score on the performance portion of the Arizona Teacher Proficiency

Assessment. If a performance portion of the Proficiency Assessment has not been adopted by the Board, two years of verified full-time teaching experience may be used to fulfill this requirement; and

c. A valid fingerprint clearance card issued by the Arizona Department of Public Safety.

1. Specialized Secondary Certificate – Science, Technology, Engineering or Mathematics – grades seven through 12

2. The certificate is valid for six years.

3. The requirements are:

a. A bachelor's degree;

b. Completion of training in structured English immersion as prescribed by the Arizona State Board of Education;

c. A valid fingerprint clearance card issued by the Arizona Department of Public Safety.

d. One of the following options:

i. Option A – Postsecondary teaching experience – science, technology, engineering or mathematics

(1) Have taught science, technology, engineering or mathematics courses for the last two consecutive years, and for a total of at least three years, at one or more regionally or nationally accredited public or private postsecondary institutions, to be demonstrated by providing written proof of employment from each applicable qualifying postsecondary institution, including specific durations of employment and the nature of the teaching assignment; and

(2) A baccalaureate degree, a master's degree or a doctoral degree in an academic subject that is specific to science, technology, engineering or mathematics or a passing score the professional knowledge portion of the Arizona Teacher Proficiency Assessment.

ii. Option B – Work experience – science, technology, engineering or mathematics:

(1) Have ten or more years of work experience in science, technology, engineering or mathematics, to be demonstrated by providing written proof of employment from each applicable employer, including specific durations of employment and the nature of the assignment; and

(2) Demonstrate adequate subject matter knowledge through either:

- a) A baccalaureate degree, a master's degree or a doctoral degree in an academic subject that is specific to science, technology, engineering or mathematics;
- b) Twenty-four hours of relevant coursework in an academic subject that is specific to science, technology, engineering or mathematics; or
- c) A passing score the professional knowledge portion of the Arizona Teacher Proficiency Assessment.

EXECUTIVE SUMMARY

Issue: Cesar Diaz Nunez, Case No. C-2014-060, Consideration of Recommendation to Deny Application for Certification
--

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

On September 19, 2013, Cesar Diaz Nunez submitted an application for an Emergency Substitute certificate. Under the criminal history section, Mr. Nunez answered "Yes" to the question: Have you ever been arrested for any offense for which you were fingerprinted?"

Mr. Nunez disclosed that in December, 2008, he was charged with Minor Consumption of Alcohol. He stated that he was 18 years of age at that time. As a result of the arrest, he received a fine and a suspension for his driver's license.

A review of Department of Public Safety records revealed that Mr. Nunez was arrested on September 28, 2009, in Somerton, AZ, on charges of Minor Driving after Drinking Liquor and DUI. On October 14, 2010, in Somerton, AZ, he was arrested and charged with Possession of Drug Paraphernalia, Driving with Suspended License for Failure to Appear/Failure to Appear, and Failure to Appear-Written Promise to Appear- Warrant.

It was determined that Mr. Nunez's application required a review by the Professional Practice Advisory Committee ("PPAC").

On October 11, October 23, November 6, December 24, 2013, January 24, 2014, phone and email attempts to contact Mr. Nunez were unsuccessful. On January 27, 2014, a certified review letter was sent to Mr. Nunez. On February 18, 2014, the certified review letter was returned as "undeliverable."

At a review of application hearing on July 8, 2014, the PPAC determined that Mr. Nunez's application is substantively incomplete. The PPAC made the following findings:

Mr. Nunez failed to submit any police or other investigative reports relating to all incident(s) in question.

Mr. Nunez failed to submit court records relating to disposition of each charge filed against him.

Mr. Nunez failed to submit a notarized statement describing his personal account of the circumstances surrounding his arrests, as well as his educational and employment history since the most recent incident.

Mr. Nunez failed to submit a minimum of four current letters of reference/recommendation.

Contact Information:

Charles Easaw, Chief Investigator
State Board of Education

EXECUTIVE SUMMARY

Review and Recommendation of State Board Committee

The Professional Practices Advisory Committee recommended by a vote of 4 to 0 that the Board deny Cesar Diaz Nunez application for certification as being substantively incomplete.

Recommendation to the Board

It is recommended that the Board adopt the PPAC recommendation to deny the application for certification of Cesar Diaz Nunez, as being substantively incomplete.

EXECUTIVE SUMMARY

Issue: Kevin M. Whitaker, case no. C-2011-120, Consideration of Recommendation to Accept Proposed Settlement Agreement

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

Kevin M. Whitaker holds a Standard Secondary Education certificate and a Standard Career and Technical Education certificate, both of which expire on June 12, 2015. Mr. Whitaker was first certified by the State Board of Education ("Board") in 2002.

On August 25, 2011, Mr. Whitaker was arrested for driving under the influence of alcohol. He took a sick day off from work. On August 26, 2011, Mr. Whitaker reported to work at school. When he arrived on campus, a school employee noticed that Mr. Whitaker smelled like alcohol and reported this to the principal. The school principal investigated this allegation. Mr. Whitaker admitted that he had consumed alcohol the night before and had consumed two shots of alcohol that morning. Mr. Whitaker submitted to a blood test, which confirmed the presence of alcohol in his system. He tested negative for drugs.

Prior to any disciplinary action by the school or any criminal action against him, Mr. Whitaker voluntarily sought treatment for his alcohol abuse. On August 27, 2011, Mr. Whitaker checked himself into an inpatient chemical dependency program at St. Luke's Behavioral Health Center.

Mr. Whitaker completed the inpatient program on August 30, 2011. He began an intensive outpatient chemical dependency treatment program at St. Luke's Behavioral Health Center the next day, August 31, 2011. He successfully completed that program.

On February 13, 2012, Gilbert Municipal Court entered an order suspending Mr. Whitaker's sentence for driving under the influence. The Court ordered Mr. Whitaker to complete counseling, pay a civil fine, and complete a MADD Victim Panel Presentation within sixty days. He completed all the terms of his probation.

In 2013, the Investigative Unit negotiated a settlement agreement with Mr. Whitaker for a suspension of his teaching certificate.

On August 12, 2014, the Professional Practices Advisory Committee ("PPAC") reviewed the proposed settlement agreement.

Contact Information:

Charles Easaw, Chief Investigator
State Board of Education – Investigative Unit

EXECUTIVE SUMMARY

The PPAC considered the following mitigating circumstances:

Mr. Whitaker was honest and cooperative with his principal.
He voluntarily and proactively sought treatment prior to any discipline or order by his employer or by the court.
He completed all terms of his probation.
Through no fault of his own, Mr. Whitaker reasonably believed that his formal suspension began in 2013, when he accepted the offer of a negotiated settlement agreement for suspension of his certificate.
Mr. Whitaker has not used alcohol since 2011.
He has no other history of criminal or unprofessional conduct.

The settlement offer for a one-year suspension, with conditions, was made and accepted on September 13, 2013. Subsequently, the Investigator assigned to the case resigned. In May, 2014, Mr. Whitaker called to confirm that the suspension would end in December, 2014. The Investigative Unit failed to adequately monitor this case and follow up on the preparation of the settlement agreement.

The conduct of Mr. Whitaker constituted a violation of Administrative Rule R7-2-1308 (B) (9). Individuals holding certificates issued by the Board pursuant to R7-2-601 et seq. shall not possess, consume, or be under the influence of alcohol on school premises or at school-sponsored activities.

Review and Recommendation of State Board Committee

On August 12, 2014, the Professional Practices Advisory Committee recommended that the State Board approve the proposed settlement agreement by a vote of 4 to 0.

Recommendation to the Board

It is recommended that the Board adopt the recommendation of the PPAC and approve the proposed settlement agreement for a suspension of certification from December 31, 2013, and ending on December 31, 2014.

EXECUTIVE SUMMARY

Issue:	Amy L. Lantz, Case no. C-2013-034, Consideration of Negotiated Settlement Agreement
---------------	---

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

This item was presented to and considered by the Board at its June 23, 2014, meeting. A motion to approve the proposed settlement agreement failed to pass on a vote of 5 to 2. The matter was tabled to the August 25, 2014, meeting of the Board.

At its meeting on August 25, 2014, the Board rejected the proposed settlement agreement as too lenient.

UPDATE

Amy L. Lantz holds a Standard Elementary Education certificate valid from February 4, 2010 through August 6, 2016.

On April 16, 2013, the principal of Copper Canyon Elementary School observed Ms. Lantz take a drink from a clear glass bottle while in her classroom. Suspecting that the bottle contained an alcoholic substance, the principal arranged for a blood alcohol test. Ms. Lantz tested positive for alcohol at a medical facility. She resigned in lieu of termination.

On February 21, 2014, the Arizona State Board of Education ("Board") filed a complaint against Ms. Lantz's certification based on the allegations above. Ms. Lantz and the Investigative Unit entered into discussions to settle the case without a hearing.

Review and Recommendation of State Board Committee

The Professional Practices Advisory Committee ("PPAC") reviewed the initial proposed settlement agreement on May 13, 2014. The PPAC, by a vote of 5 to 0, recommended that the Board approve the settlement agreement. The terms of the initial settlement agreement included the following:

- A suspension of certification, with conditions, for one year.
- Successful completion of participation in counseling, therapy, or a treatment program which addresses the use of alcohol
- If written proof of successful completion is not submitted prior to the one-year suspension, the period of suspension will continue until such time as written proof is provided.

As noted above, the Board rejected this proposed settlement agreement.

Contact Information:

Charles Easaw,
Investigative Unit, State Board of Education

The Investigative Unit renegotiated an agreement with Ms. Lantz. The revised settlement agreement presented includes the following terms and conditions:

- A suspension of certification for a two-year period from the date of the Board's action.
- Successful completion of participation in counselling, therapy, or a treatment program which addresses the use of alcohol.
- Written proof of the successful completion of sufficient treatment or counseling addressing the issues which led to the conduct upon which this settlement agreement is based.
- The suspension will continue until such written proof is provided to the Board's staff.
- The suspension will not be automatically lifted if the Investigative Unit receives a credible allegation that Ms. Lantz has violated any of the terms of the settlement agreement.
- The Investigative Unit shall review the public record and the Department of Public Safety records prior to the expiration of the period of suspension to determine if there has been an arrest or criminal activity on the part of Ms. Lantz.
- If the Board receives a credible allegation of unprofessional conduct or conduct violating the agreement, the period of suspension shall continue until the Board staff and advisory committee complete an investigation and review the allegation.
- If Ms. Lantz chooses to apply for a certificate after the suspension is lifted, she must appear before the PPAC for review.
- The PPAC will determine whether Ms. Lantz is fit to teach and make a recommendation to the Board.
- The Board will review the decision recommended by the PPAC.
-

If the Board approves the settlement agreement, Ms. Lantz's suspension will continue past the expiration date of her certificate on August 6, 2016.

Recommendation to the Board

It is recommended that the Board accept the revised settlement agreement and issue a two-year suspension, ending October 27, 2016, with conditions, against the teaching certificate held by Amy L. Lantz.

EXECUTIVE SUMMARY

Issue: Michael Paul Russell, case no. C-2014-09R, Consideration of Recommendation to Approve Application for Certification

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

On May 24, 2014, Michael Paul Russell submitted an application for a Career and Technical Education Certificate (K-12).

Michael Paul Russell disclosed on his application that he had consensual sexual conduct with a minor. While at a party Mr. Russell also furnished alcoholic beverages to underage minors.

On September 9, 2014, the Professional Practices Advisory Committee ("PPAC") found that Michael Paul Russell engaged in the following conduct:

- Convicted of DUI in 1996.
- In 1999, Mr. Russell engaged in conduct that included consensual sexual conduct with a minor. He was also charged with three counts of contributing to the delinquency of a minor. The charges were subsequently dismissed following Russell's successful completion of the adult diversion program in February, 2002.
- Reckless driving charge in 2002, to which the applicant pled guilty.

The PPAC found no aggravating factors.

The PPAC found the following mitigating factors:

- Candor of applicant both in the application process and in testimony before the committee.
- Support of minor's parents to complete diversion program as an alternative to a criminal trial process.
- Length of time since the incident – fifteen years.

Contact Information:

Charles Easaw, Chief Investigator
State Board of Education-Investigative Unit

EXECUTIVE SUMMARY

Rules violated:

Applicants applying for certification issued by the “Board” pursuant to R7-2-601 et seq. shall not:

A.C.C. R7-2-1308, B 11 - Make any sexual advance towards a pupil or child, either, verbal, written, or physical.

A.C.C. R7-2-1308.B 12 – Engage in sexual activity, a romantic relationship, or dating of a pupil or child.

Review and Recommendation of State Board Committee

The Professional Practices Advisory Committee recommended, by a vote of 3 to 1, that the State Board grant Michael Paul Russell’s application for certification.

Recommendation to the Board

It is recommended that the Board adopt the recommendation of the Professional Practices Advisory Committee and grant the application for certification for Michael Paul Russell.

EXECUTIVE SUMMARY

Issue:	Presentation, discussion and consideration to adopt the recommendations of the A through F School Accountability Committee related to the Principles of Agreement for A - F Achievement Profiles
---------------	--

☒ Action/Discussion Item

☐ Information Item

Background and Discussion

In August 2014, the A through F School Accountability Committee was created to establish guidelines to be used as the basis for developing a next generation A-F letter grade accountability system.

Committee Chairman Jaime Molera, and Committee Members Greg Miller and Amy Hamilton held meetings on August 25, September 29, October 14, and October 23. Chairman Molera assembled a group of community leaders to act as advisors to the Committee, which included:

Dr. Sybil Francis, Executive Director, Center for the Future of Arizona
Dr. Roger Freeman, Superintendent, Littleton Elementary School District
Becky Hill, Manager, Hill Advocacy
Lisa Graham Keegan, Executive Director, A for Arizona
Eileen Klein, President, Arizona Board of Regents
Dr. Ildiko Laczko-Kerr, Vice President of Academics, Arizona Charter School Association
Paul Luna, President and CEO, Helios Foundation
Janice Palmer, Arizona School Board's Association

The Committee received 26 written comments and public testimony from 18 people as they considered the Principles of Agreement. The Committee unanimously recommends that the Board adopt the Principles of Agreement, which include philosophical, technical and implementation agreements.

PRINCIPLES OF AGREEMENT
State Board of Education's A-F School Accountability Committee

Philosophical Agreements:

- A through F achievement profile will examine solely academically relevant information.
- Multiple measures of performance provide more information about a school's quality than a single test score.
- The achievement profile must recognize academic growth as an essential element of measurement: Schools must not be penalized for low scores if significant gains are made over the course of the academic year. However, at

EXECUTIVE SUMMARY

least one year's of growth must remain the expectation to ensure student's stay on pace to graduate prepared.

- "A" schools must be truly excellent in their preparation of students for college and work as measured throughout the P-20 and career readiness system.
- All schools must have the opportunity to achieve "A" status.
- The system must meaningfully balance simplicity with transparency.
- Arizona's A-F achievement profile should align with and reinforce the State Board of Education's policy goals for academic achievement.

Technical Agreements:

- The A-F achievement profile shall provide timely, valid, and reliable information.
- The state shall produce information for schools that identifies the students included in each measure.
- School should receive data and accompanying technical documents so the schools may replicate and validate the findings.
- The achievement profile should reflect both growth of students not at grade level, as well as students at or above grade level.
- The achievement profile will reflect students' mastery of standards.
- The achievement profile will utilize multiple years of data as available and appropriate.
- The achievement profile will utilize postsecondary success measures

Implementation Agreements:

- In order to ensure that each new measure captures the intent, the state should pilot portions of the achievement profile.
- The state should verify the achievement profile to comply with technical requirements and/or statutes and State Board of Education rules.
- The state will present the achievement profile and other agreed to measures of school quality to parents, educators, and policy makers in a timely, informative, and easy to understand format. This includes releasing formula or other updates to how the annual profiles are determined prior to the start of the school year the profile will reflect.
- A coalition of technical and policy stakeholders must be consulted to create, evaluate and refine the methodologies used in the achievement profile to ensure transparency, feedback from the field and community, and compliance with Agreements.

Recommendation to the Board

The A through F School Accountability Committee recommends that the Board adopt the Principles of Agreement regarding A through F Achievement Profiles as outlined in the materials.

EXECUTIVE SUMMARY

Issue:	Presentation and discussion of matters related to the proposed Request for Proposals (RFP) for the new statewide assessment. Pursuant to A.R.S. § 38-431.03(A)(2) and (3), the Board may vote to convene in executive session to review confidential information and/or for discussion or consultation for legal advice.
---------------	--

☐ Action/Discussion Item

☒ Information Item

Background and Discussion

The Arizona State Board of Education is responsible for prescribing the minimum course of study for public schools, adopting statewide academic standards, and selecting a statewide assessment to measure the Arizona academic standards. These Board adopted measures are considered by governing boards and charter schools as they fulfill their local responsibility to prescribe curricula, criteria for the promotion of students, and any course of study or competency requirements greater than those prescribed by the Board.

ARS §15-741 requires the Board to adopt and implement a test to measure pupil achievement. A new assessment aligned with the Arizona English Language Arts and Mathematics Standards must be selected for use in School Year 2014-2015.

While the AIMS Reading, Writing, and Mathematics test was administered for the last time in Spring 2014, AIMS retesting opportunities will be available for juniors and seniors through Fall 2016 as high school students graduating through 2016 are still required to pass each section of AIMS in order to graduate. Students graduating in 2017 will no longer be required to pass the statewide assessments as a condition of graduation.

Procurement Process

Through the independent procurement process required by state law, the Board will select a rigorous, cost efficient, statewide assessment aligned with the Arizona's educational priorities, that will measure student learning and inform the State's accountability measures (A-F School Letter Grades, Move on When Reading, Principal and Teacher Evaluations).

In late 2013, the Board issued a Request for Information (RFI) to identify existing assessment options that may meet Arizona's needs. The Board received six responses to the RFI.

On March 6, 2014, incorporating feedback from parents, educators, and business and community leaders, the Board adopted a statement of values to be used as the basis for the requirements of the Request for Proposals (RFP) for the selection of the new statewide assessment.

On June 6, 2014, the RFP for the new statewide assessment was released, and responses were due July 25, 2014. As required under Arizona procurement law, an independent evaluation team has been assembled to review vendor proposals, assess the extent to which proposals address the requirements listed in the RFP, and recommend contract award to vendors that best address the state's requirements as listed in the RFP.

Contact Information:

Christine M. Thompson, Executive Director, Arizona State Board of Education

EXECUTIVE SUMMARY

In order to have the new statewide assessment in place for the 2014-15 School Year, the Board expects to complete the procurement process and select the new statewide assessment in early November 2014.

Recommendation to the Board

This item is provided to the Board for information only. Pursuant to A.R.S. § 38-431.03(A)(2) and (3), the Board may vote to convene in executive session to review confidential information and/or for discussion or consultation for legal advice.